SUPREME COURT OF THE UNITED STATES.

No. 150.

VINCENT M. BENHAM, ADMINISTRATOR DE BONIS NON, WITH THE WILL ANNEXED, OF SAMUEL SAVAGE, DECEASED, RESPONDENT AND APPPELLANT,

vs.

WILLIAM TAYLOR, GEORGE TAYLOR, WILLIAM PRIMROSE AND ELIZA HIS WIFE, GEORGE PORTER AND ELSPET HIS WIFE, WILLIAM RAINEY, ALEXANDER RAINEY, AND ELIZABETH RAINEY, COMPLAINANTS AND APPELLEES.

APPEAL FROM THE DISTRICT COURT UNITED STATES FOR THE NORTHERN DISTRICT OF ALABAMA.

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THE UNITED STATES OF AMERICA:

Pleas had at a term of the district court of the United States of America, for the northern district of Alabama, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday (being the twenty-eighth day) of November, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States of America the sixty-seventh year. Present, the honorable William Crawford, judge of the said district court.

Bill of complaint.

WILLIAM TAYLOR, George Taylor, William Primrose and wife, George Porter and wife, William Rainey, Elizabeth Rainey, and Alexander Rainey,
vs.
GEORGE M. SAVAGE, executor, &c., of Samuel Savage, deceased.

Be it remembered, that heretofore, to wit, on the first day of September, in the year of our Lord one thousand eight hundred and thirty-eight, was filed in the office of the clerk of the district court of the United States of America, for the northern district of Alabama, at Huntsville, an original bill of complaint, in the name of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, who are aliens, reside in Scotland, and are subjects of the Queen of the united kingdom of Great Britain and Ireland, complainants, against George M. Savage, executor of the last will and testament of Samuel Savage, deceased, respondent, in the words and figures following, to wit:

To the honorable William Crawford, judge of the district court of the United States, for the northern district of Alabama, sitting in chancery for said district.

Humbly complaining, sheweth unto your honor your orators, Samuel Taylor, William Rainey, Alexander Rainey, and your oratrix, Elizabeth Rainey, all of whom are aliens, reside in Scotland, and are subjects of the Queen of the United Kingdom of Great Britain and Ireland—that one William F. Taylor, a native of Scotland, who died in Edgefield district, in the State of South Carolina, about the year 1811, and who was a naturalized citizen of the United States of North America, made his last will and testament, a copy of which is hereto annexed, marked "Exhibit A," which complainants pray may be taken as part of this bill. Said will was duly proved and admitted to record before the court of Ordinary, in the said district of Edgefield, on the eleventh

others, and to Zachariah Peters and others; which said deeds are duly recorded in the proper office in Washington county, State of Kentucky, where said lands are situated.

Complainants charge that said lands were then worth eight dollars per acre, and would have sold for that amount if they had been fairly sold, according to the terms prescribed in said will of William F. Taylor; and they charge that said lands are now worth forty dollars per acre. Said Samuel, shortly after said sale, removed to Lauderdale county, Alabama, where he resided until his death, which occurred about the month of December, eighteen hundred and thirty-seven. He never made any return whatever of said sale, but, on the contrary, fraudulently concealed the same from complainants. They allege that their attorney in fact, William Primrose, called upon the said Samuel a few months before his death, and asked him if any thing had ever been done with said lands in Kentucky belonging to said estate, who fraudulently, and with a view to deceive him, and to keep said legatees in ignorance of his having sold part of them, answered that they were entirely unavailable, and had never been sold. This statement he continued to make, until said Primrose shewed him the said exhibits D and C, when he confessed that he had sold them.

Your orators further shew, that the said Samuel Savage having departed this life as aforesaid, George Savage, whom they pray to be made defendant hereto, hath become his personal representative, either as executor or administrator, and that he is a citizen of the State of Alabama, residing in the said northern district of Alabama.

Complainants further shew, that the quantity of land actually embraced in said deeds above exhibited, marked C and D, was at least two hundred acres more than 1059 acres, which passed, however, by said deeds, as said tracts were therein described, as four hundred acres, and six hundred and fifty-nine acres, more or less.

Complainants further shew to your honor, that besides the lands above spoken of and described, said testator had at the time of his death, in the State of Kentucky, other lands to the amount of thirty thousand acres, more or less, of great value, to wit, of the value of five hundred thousand dollars; all of which could have been sold by said Samuel, or by proper diligence secured to said estate.

Your orators charge that said Samuel wholly neglected to attend to securing said last mentioned lands; and after they were secured by judgments at law in favor of said William F. Taylor, bills were filed in chancery, by settlers thereon, against the unknown heirs of said Taylor, in the courts of Kentucky, and decrees were permitted to go in favor of said settlers, through the gross neglect of said Samuel, who never attempted to defend said suits. Thus said lands are entirely lost.

In consideration of the premises, and for as much as your orators are without remedy at law, but can only be relieved in this honorable court, where matters of this sort are peculiarly cognizable, they pray that said defendant be compelled, on his corporal oath, full, true, and perfect answers to make to all the foregoing allegations, as fully and as particularly

as if the same were herein again repeated, and he especially interrogated thereto. They pray that an account be taken of all the transactions of said Samuel, relative to his management of said estate, and that said defendant be decreed to pay the amount due by said Samuel on account of his said executorship. That said defendant be decreed to pay complainants either the actual value of the said Kentucky lands sold by said Samuel at the time of said sale, or their present value, as to your honor may seem just and equitable, with legal interest thereon. That said defendant be decreed to pay, out of the estate of said Samuel, the value of said Kentucky lands which were lost by the negligence of the said Samuel. And if complainants have mistaken the remedy to which they are entitled, they pray your honor to grant such other and further relief as is consistent with equity and conscience.

A. F. HOPKINS,
J. W. McCLUNG,
S. PARSONS,
Solicitors for Complainants.

(Endorsed)—"Filed 1st September, 1838.
B. T. MOORE, *Clk.*"

Exhibit A.—*(Exhibit A.)*

In the name of God, amen. I, William Forbes Taylor, of the district of Edgefield, State of South Carolina, being weak in body, but of sound and disposing mind, memory, and understanding—praised be God for the same—do make and declare this my last will and testament, in manner and form following, that is to say:

First, I do hereby order, will, and direct, that on the first day of January, next after my decease, or as near that day as can conveniently be, *that* the whole of the property that I may die seized and possessed of, or may be anywise belonging to me, be sold on the following terms and conditions, that is to say: All the personal property on a credit of twelve months from the day of sale—purchasers giving notes of hand, or bonds, with security to the satisfaction of my executors; and all landed or real property belonging or in any wise appertaining to me, shall be sold on a credit of one, two, and three years, by equal instalments—purchasers to give bond, bearing interest from the date, with securities to the satisfaction of my executors, and moreover a mortgage on the premises.

Secondly. Whereas I have recently set my negro woman Sylvia free, and in that instrument have bound myself to pay unto her, or her order, one hundred dollars, per annum during her natural life, I do hereby moreover give, grant, and devise unto her, the said negro woman Sylvia, one hundred dollars to be paid to her, the said negro woman Sylvia, or her order, immediately, or as soon as possible after my death. And it is my earnest request, that my executors do pay the said negro woman Sylvia punctually, and that they pay some attention to prevent the infringements of her liberty and rights.

Thirdly. I give and devise Peter Morrison, who has lived with me for several years last past, four thousand dollars, to be paid to him out of the

first money that [may] come into the hands of my executors, after paying the above mentioned one hundred dollars to Sylvia.

Fourthly. I give, grant, and devise unto my old negro man slave Dick, commonly called Dick Tash, his personal freedom, from and immediately after my decease, and that my executors do pay unto him, the said negro man Dick, one hundred dollars, as soon as may be thereafter.

Fifthly. I do hereby order, give, grant, and devise all the remainder or residue of my estate, which shall remain after paying the before mentioned legacies, to my dearly beloved brother, Samuel Taylor, of the parish of Drumblait, and shire of Aberdeen, in Scotland, and to my beloved sister, Mary Taylor, of the same place, share and share alike; provided they shall be both alive at the time of my decease, and have issue; which issue, after their respective deaths, shall share the same equally; but if either the said Samuel Taylor, or the said Mary Taylor, shall die without issue, then the survivors, or, if both should be dead, the issue of the said Samuel Taylor or Mary Taylor, whichsoever shall have the same, shall be entitled to the whole of the said remainder or residue of my said estate, share and share alike.

And sixthly, and lastly, I do hereby nominate, constitute, and appoint my friend, Samuel Savage, esquire, of the district of Abbeville and State of South Carolina, Patrick McDowell, of the city of Savannah and State of Georgia, merchant; Duncan Mattheson and William Ross, of the city of Augusta and State of Georgia, merchants—executors of this my last will and testament, hereby revoking and making void all former wills and testaments at any time by me heretofore made, and do declare this to be my last will and testament.

In witness whereof, I have, at the bottom of the first page of this my will, subscribed my name, and to this second page my hand and seal, this thirtieth day of June, in the year of our Lord one thousand eight hundred and ten, and of the independence of the United States of America the thirty-fourth.

WM. F. TAYLOR. [L. S.]

In presence of—
WM. HALL,
DOUGLASS HUFF,
MOSS ROSS.

(Exhibit B.)—Exhibit B.

A true and perfect inventory of the goods and chattels of William F. Taylor, deceased, taken the 30th day of September, 1811, by Stephen Garrett, Benj. Hightower, Alx'r Stewart, and John Gray, jr.

28 head sheep *a* $2, $56; 53 head of cattle *a* $6, $318 -	$374 00
1 yoke of black [and] white steers, $50; 1 do. brown do. $60; 1 old yoke do. $10 - - - - -	120 00
80 head of hogs, $160; 1 sorrel horse, $80; 1 ditto mare, $100; 1 bay horse, $40 - - - - -	380 00

EXHIBIT B.—Continued.

1 ditto do. $70; 1 sorrel do. $30; 1 bay do. $5; 8 mules *a* $75, $600	$710 00
1 40 saw gin, $60; 1 old saw do. $5; 1 crowbar & spade $1	66 00
1 pr. steel yards, $5; 1 still, containing 68 gallons, *a* $1 25, $85	90 00
1 wagon, $75; 1 do. & hine gear, $100; 1 riding carriage and plated harness, $250	425 00
20 moby stands *a* $1, $20; 1 dark-brown horse, $40; 1 black horse, $25	85 00
1 yoke oxen, $30; 1 ox cart, $10; 1 lot ploughs, $16; 1 do. carpenters' tools, $20	76 00
5 reap hooks *a* 50 c.; 12 weeding hoes & 7 grubbing hoes, $10	10 50
6 old axes & 3 iron wedges, $6 75; 10 pr. iron traces, $15; 3 lock chains, $5	26 75
1 small grind stone, 75 c.; 1 large do. $4; 3 scythes & cradles *a* $2, $6	10 75
1 cutting box, $5; 2 weeding hoes, 1 mattock, & two axes, $5	10 00
10 bee hives, $2 20; 1 wheelbarrow, $1; 1 rake, spade, and garden hoe, $1 50	22 50
1 horse cart & gear, $10; 1 lot rope, $12 50; 1 lot iron, $30; 150 lbs. steel, $30	70 00
2 pr. steel yards and scale beam, $15; 1 large jackscrew, $10; 2 ps. cotton bagging, $35	60 00
4 share moles, 2 broadaxes, &c. $8; 1 fishing seine, $15	23 00
1 trunk twine, $18; 1 brass riddle, $1 25	19 25
1 hhd. salt $10, 8 doz. bottles & 4 jugs, $7; 4 kegs of tobacco, $20	$37 00
1 lot jugs of honey, $30; 3 funnels & 3 measures, $3	33 00
200 galls. brandy and barrels, *a* 62½ c., $125; 10 gallons whiskey, *a* 50 c., $5	130 00
1 cask with madeira wine, $15; 1 bal. old iron, &c., $4	19 00
2 casks lime, $8; 1 lot wool, $6; 1 lot iron, $3	17 00
1 saddle & bridle, $30; 1 lot kitchen furniture, $18	48 00
15 Windsor chairs & 1 sophia, $22; 1 pr. round tables, $18; 1 do. do. $35	75 00
1 pine table, $1; 1 arm chair, $15; 1 easy ditto, $6	22 00
1 bedstead, matress, and furniture, $35; 1 ditto ditto, $18	53 00
1 ditto & stead, $15; 1 small do. $10; 2 beds, $20	45 00
1 bathing tub, $5; 1 lot blankets, $18; 1 do. counterpins, $8; 4 pr. sheets, $12	43 00
1 pr. looking glasses, $20; 1 thermometer, $15	35 00

EXHIBIT B—Continued.

16 pitchers, $16; 1 lot glass ware, $15; 1 do. China ware & tea-tray, $6	$37 00
1 sideboard, $40; 1 case & bottles, $3; 1 lot knives & forks, dishes and plates, &c., $5	48 00
1 iron chest, $20; 1 shovel, tongs, & fire dogs, $12	32 00
4 candlesticks, snuffers & tray, $3; 1 brace brass pistols, $30	33 00
1 brace iron pistols, with holsters, $20; 1 walnut desk, $15	35 00
1 secretary desk, $15; spyglass, $12; 2 pr. saddlebags, $4; 3 trunks, $7	38 00
2 guns, $30; 1 hammock, $5; 1 set money scales, $8	43 00
1 set books, $80; 1 black gamon box, $1, 1 bed pan, $2; 1 lot axes, grubbing hoes, &c., $20	103 00
1 old still, containing 60 galls., $70; 1 grinestone, $5; 1 ditto, $3	78 00
35 head hogs *a* $2, 70; 21 stacks fodder *a* $4 50, 94 50	164 50
8 new axes *a* $1 50, $12; 1 set blacksmith tools, $75	87 00
2,000 feet sawn lumber, $20; 40 bales cotton, $960	980 00
6 kegs tobacco, $30; 18 head of goats, $18	48 00
1 negro fellow, Charles, $350; 1 do. Bartlett, $400	750 00
1 do. Jim, $300; 1 do. Cuff, $500; 1 do. Davy, $300	1,100 00
1 do. Holloway, $500; 1 do. Pattet, $450; 1 do. Jack, $400	1,350 00
1 do. Sam, $270; 1 do. Nelson, $300; 1 do. Romer, $300	870 00
1 do. Dick Hale (runaway), $200; 1 do. Bill, $300; 1 do. Abner, $300	800 00
1 do. Marcus, $350; 1 girl, Renna, $275	625 00
1 girl, Teresa, $350; 1 ditto Rachael, $350	700 00
1 negro fellow, Gabe, $400; 1 ditto Charles, $600	1,000 00
1 ditto Limas, $375; 1 do. Tom Samson, $400	775 00
1 wench, Any, $200: 1 girl, Betty, and her 2 children, Sam & Eliza, $600	800 00
1 girl, Linda, and 4 children, Tom, Lucy, Maria, and George $1,000	1000 00
1 boy, John, $300; 1 pr. Truck wheels, $8	308 00
1 silver watch, $25; ½ doz. silver spoons and tongs, $6	31 00
350 bus. corn *a* 43¾, $153 12½; 27 bales cotton, 8,100, $7 00, 56¼	726 12
3 bbls. shad *a* $12, $36; 7 barrels flour *a* $6, $42; 1 pr. pistols, $10	88 00

We do certify, that the within goods and chattels, shewn to us by Samuel Savage and Duncan Mattheson, is a true and perfect inventory and appraisement of the estate of Wm. F. Taylor, dec'd. Given under our hands the day and date above.

STEPHEN GARRETT, B. HIGHTOWER,
A. STEWART, J. GRAY, Jr.

SOUTH CAROLINA, *Edgefield district:*

By O. Towles, esqr., ordinary of said district: I do certify the within instrument of writing to contain a true copy of the original inventory and appraisement of the personal property of William F. Taylor, dec'd, as remains on record in my office; and I further certify, that I cannot find any record of the sales of the property of said dec'd in my office.

Given under my hand and seal the 23d day [of] January, 1837.

O. TOWLES, [SEAL.] *O. E. D.*

(Exhibit No. 1)—Exhibit No. 1.

DR. *The estate of William F. Taylor, deceased, in account current with Samuel Savage, executor.* CR.

1811.			
Aug. 22		To cash paid—my expenses with Capt. Taylor's boy, going to Edgefield -	$3 37½
Sept. 27		To cash paid—my expenses going down to have the property appraised - -	5 50
Oct. 3	V	To cash paid E. Bacon - - -	1 00
1812.		Cash paid—my expenses going down to the	
Jan. 17		sale; gone 14 days - - -	12 00
April 1	V	Do. paid Isaac Randolph, my expenses at spring term, 1812 - - -	5 25
"		Do. my expenses going and returning -	1 75
Mar. 31	V	Paid printer for advertising sale - -	47 12½
"	V	Paid tax for year 1811 - - -	15 43¾
30	V	Paid Thomas Webster - - -	26 50
"	V	Do. paid do. his part of the crop of cotton made 1811 - - - -	96 70
July 6		Ditto paid my expenses to Augusta on business of the estate - - -	8 00
2	V	Ditto paid for blank mortgages - -	1 50
		E. excepted. SAMUEL SAVAGE, *Ex'or.*	$224 13¾
Aug. 26		By cash received of the estate - - -	$206 00
Oct. 3		" from E. Branon - -	5 00
30		" from J. Randolph - -	15 00
1812.			
Jan. 21		" of Wm. Garrett - -	42 66
"		" of David Barnett - -	50 00
Jan. 12		" of James Mosely - -	18 00
24		" of Thos. H. Howle - -	5 00

EXHIBIT No. 1.—Continued.

1812.		
Mar. 30	By cash received of Thos. Webster - -	$123 20
"	" of Allen Robertson - -	5 00
"	" of Alx'r Stewart - -	20 00
"	" of Stephen Garrett - -	145 67
"	" of John Swillivan - -	30 00
"	" of John Hammond - -	30 00
31	" of Wm. Garrett - -	100 00
"	" of D. & S. Oliver's note -	200 00
April 1	" of Benj. Hightower, esq., in part of note put in his hands to collect -	20 00
July 3	By cash received of Wm. Han, the first payment of his land - - - -	322 31
"	By cash received of do. do., his note due next January - - - - -	11 00
25	Received of Thomas Cobb on account of an execution - - - - -	387 00
"	Wm. F. Taylor vs. Charles Martin, of the estate of Donald Fraser, deceased - -	26 65
		$1,762 49
	Deduct amount bro't from other side - -	224 13¾
		$1,538 35¼
	To my commissions on $224 13¾ paid away, 2½ per cent. - - - -	5 50
	To my commissions on $1,762 49 money collected - - - - - -	44 06
1812.		
Aug. 3	V paid Wm. Noble, esq., as per rec't $2 25	$49 56
	SAM. SAVAGE, *Ex'or.*	
	Balance bro't forward - - -	$1,538 35¼
	Amount bro't from other side - -	49 56
	Due the estate - - - -	$1,488 79¼
	E. excepted. SAM. SAVAGE.	
	Deduct - - - - -	2 25
	Due the estate - - - -	$1,486 54¼

The within examined and sworn to the 22d day of August, 1812, and find vouchers for every item noted with the letter V near the left-hand margin. JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgt. District:*

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal the 23d January, 1837. O. TOWLES, *O. E. D.* [L. S.]

(Endorsed.)—This account current rec'd in the Ordinary's office, on the oath of Sam'l. Savage, executor, the 22d day of August, 1812.

JNO. SIMKINS, *O. E. D.*

(Exhibit No. 2.)—Exhibit No. 2.

DR. *The estate of William F. Taylor, deceased, in account current with Samuel Savage, Ex'or.* CR.

1812.			
Aug. 22	V	To cash paid John Simkins	$5 37½
"		To my expenses going to Edgefield to return my first account	3 25
Dec. 14		To my services & finding my own horses a journey to Kentucky on business of the estate, where the estate has thirty-four law suits depending for 4,400 acres land	300 00
"		Back on business of the estate, as per bill, absent 40 days	117 43¾
1813.			
Feb. 8	V	To cash paid James Wardlow, as per receipt	15 09
"		To ditto paid my expenses to Edgefield and Augusta on the estate's business	10 00
March 3		To cash paid my expenses to Edgefield court house; gone 5 days	5 60
1	V	To cash paid Peter Robertson his acc'ts	33 50
29	V	To ditto paid Edward Collier	5 00
"	V	To ditto paid Wm. Pond	3 00
"		Amt. Wm. Ross' receipt given to Wm. Pond, for money he received when I held Pond's note, for which he (Mr. Ross) has passed to the credit of the estate	36 00
30	V	Cash paid Robert Key	11 87½
31	V	Ditto paid Le Roy Hammond, junr.	8 25
		Cash paid my expenses at March term, 1813, at Edgefield	5 25
		My expenses going to the same court and returning home	2 00
			$561 52¾
June 13	V	Cash paid B. C. Yancy	55 00
			$616 52¾
		Am't bro't forward	$616 52¾
		Amt. of my commissions on rec'd, and paid out at 2½ per cent.	118 24½
			$734 78

EXHIBIT No. 2.—Continued.

1812.		
Aug. 22	By balance due estate as per my last return -	$1,486 54¼
"	By cash received of Wm. Morgan, note and interest - - - - - - - -	75 50
Sept. 6	By cash rec'd of H. Davis - - - - -	29 34
Oct. 24	of Walter Alney and others	258 39
1813.		
Feb. 3	Rec'd of Britton Mims, on his bond - -	37 59
"	of Jno. Sullivan, bal. of his note - -	25 62½
4	of Jno. Grumbles, in part of bond -	31 00
"	of Col. Hammond, on ditto - -	21 75
"	of Musco Livingston, on ditto - -	100 00
6	of Benjamin Davis on note - - -	4 25
"	of James Scott, his note - - -	51 00
"	of Thomas McKie, on bond - - -	690 00
"	of William Quarles, on do. - - -	2 00
March 1	of Lewis Holliday, his ditto - -	30 00
"	of William Morgan, on bond - -	45 16
"	" " on his note - -	14 00
"	of John Delaughter, on bond - -	14 67
"	of Simeon Clements' note - - -	5 62½
"	of Thomas McKie's bond - - -	110 00
"	of William Evans, on do. - - -	15 00
"	of Jno. Wootten, on do. - - -	130 00
"	of B. &. L. Gardner, 2 notes - -	30 00
"	of Thomas Webster's note - - -	20 00
"	of Benj. Hightower's note - - -	4 00
"	" " on bond - -	100 00
"	of John Key, on ditto - - - -	200 00
"	of Peter Robertson, on ditto - -	33 50
"	of Thomas Key's note - - -	10 25
"	of Joshua Key's note - - - -	5 81¼
29	of Wm. Pond, as per Ross' receipt -	39 00
"	of James Jones' note - - - -	4 12½
"	of James Panton's bond - - -	38 93
		$3,047 43¼
	Amt. brot. forward - - - - -	$3,047 43¾
Mar. 29	By Moses Tullis, on bond - - - -	90 00
"	Wm. Olds, do - - - - -	110 25
"	Jno. Curry, do - - - - -	50 00
"	Jno. Torrence, on note - - - -	6 00
"	J. H. Bussey, do - - - - -	10 18¾
"	Jno. Hammond, do - - - -	2 50
"	Thomas McKie, on bond - - -	170 00

EXHIBIT No. 2.—Continued.

1813.		
March 30	Col. LeRoy Hammond, on bond - -	$157 50
"	William Garrett, on note - - - -	153 60
"	Hampton & Hunter, on note - - -	50 00
"	John Gray, senr., on bond - - -	73 74
"	James Moseley, on note - - - -	12 50
"	Robert Key, on account - - - -	12 75
"	John Key, on bond - - - -	200 00
"	John Grumbles, on note - - - -	4 88
"	Robert Hardy, do - - - -	7 00
"	F. Hill, do - - - -	8 00
"	L. L. Hammond, do - - - -	4 56¼
"	Do on bond - - - -	60 00
"	D. & S. Oliver, on note - - - -	150 00
"	LeRoy Hammond, jr. - - - -	18 22
31	Isaac Randolph, on note - - - -	69 83
"	Do do bond - - -	130 17
May 6	R. Frasers, on note - - - -	5 00
"	Musco Livingston, on bond - - -	100 00
7	Jno. Cook & Briton Mims, on bond - -	31 00
13	Benjamin Grumbles, on bond - - -	20 00
"	William Olds, on bond - - - -	235 00
14	E. Doolittle, on note - - - -	7 00
"	Charles Hammond, on note - - -	13 25
"	John Key, on bond - - - -	270 00
June 15	Jno. Jeter, the case ex'ors of Taylor vs. Addison and Reed - - - -	24 00
		$5,900 28
	Deduct amount from other side - -	734 78
	Due the estate - - - - -	$5,165 50

The within examined and sworn to, 2d day of August, 1813, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMPKINS, *O. E. D.*

SAM. SAVAGE, *Ex'or.*

SO. CAROLINA, *Edgt. District:*

I certify the within to be a true copy of the original return, as remains on record in my office, and given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current received in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 2d day of August, 1813.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 3.)—Exhibit No. 3.

DR. *The estate of Wm. F. Taylor, deceased, in account current with Sam'l Savage, ex'or.* CR.

1813.			
Aug'st 2	V	To cash paid John Simpkins - -	$1 18¾
"	V	Stanmore Butler -	5 50
"	V	John S. Jeter, esq. -	6 43¾
"	V	John Bartee - -	15 50
"	V	William Morgan -	38 88½
"		To my expenses going to Edgefield c't house, while there, and returning -	8 50
		My commission on $76 01	76 01
		do. 2,554 04	
		——— at 2½ per ct., is	65 75
		$141 76	$141 76
1814.			
Mar. 25		To amount brought forward - -	$141 76
		my commissions on $322 75, at 2½ per cent., is - - - -	8 06
		SAM. SAVAGE, *Ex'or.*	
1813.			$149 82
Aug'st 2		By balance due the estate, as per last account - - - - -	$5,165 50
"		Cash received of John Key -	180 00
"		John Curry - -	83 97
"		Michael Shannon -	2 62½
"		John Bartee - -	20 75
"		Hunter & Hampton -	70 91½
"		William Morgan, -	38 88½
"		William Harden -	8 87½
"		James F. Adams -	8 98
"		Thomas Webster -	69 37½
"		Minter & Terry -	42 72
"		James Jones - -	79 00
"		Addison & Reed -	45 00
Oct'r 4		John Morgan - -	24 20
Nov. 25		Moses Tullis - -	123 50
Dec'r 7		William Garrett - -	1,118 24
"		Alex'r Edmonds - -	7 25
31		Rich'd Quarles, small note	49 70
1814.			
Jan'y 4		Thos. McKie - -	286 00
Feb. 16		Sam. Savage - -	24 00
14		Murphy Keeblys -	270 12½
			$7,719 61

EXHIBIT No. 3.—Continued

	Amount brought forward - - -	$7,719 61
1814.		
Mar. 25	By cash received from E. & John Middleton, note - - - -	122 75
"	By cash rec'd from D. & S. Oliver, note	200 00
		$8,042 36
	Deduct amount from the other side -	149 82
	Due the estate - - -	$7,892 54

The within examined and sworn to, the 7th day of April, 1814, and find vouchers for every item noted with the letter V, near the left hand margin. JNO. SIMPKINS, *O. E. D.*

So. Carolina, *Edgt. District:*

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office, on the oath of Samuel Savage, ex'or, the 7th day of April, 1814.

JNO. SIMPKINS, *O. E. D.*

(*Exhibit No.* 4.)—Exhibit No. 4.

Dr. *The estate of Wm. F. Taylor, deceased, in account current with Sam'l Savage, executor.* Cr.

1814.			
April 8	To cash paid John Gray, jr., as per his account rendered - - - -		$40 00
"	To my expenses in going to Edgefield court, April term, 1814, also to Augusta -		10 00
7	To cash paid Edmunds, his account and order in favor of Wm. Garrett -		10 00
Nov'r 4	To cash paid Wm. Covington, expenses going to Edgefield court on business of the estate - - - - -		4 00
	Paid out - -	$64 00	$64 00
	Received - -	1,935 62	
		$1,999 62	
	My commissions on this sum, at 2½ per cent., is - - - - -		49 99
	SAM. SAVAGE, *Executor.*		$113 99

EXHIBIT No. 4.—Continued.

1814.		
April 6	By balance due the estate, as per my account returned - - -	$7,892 54
"	cash received of Jno. Delaughter, and int.	31 42
7	John Cook's note - - -	10 00
"	Thomas H. Howle - - -	18 80
"	D. & S. Oliver - - -	50 00
"	John Gray, jun'r - - -	28 62
"	William Morgan - - -	50 00
9	Lewis Hammond - - -	78 30
"	Major Thorn - - -	11 87
10	M. Livingston - - -	100 00
"	Robert Livingston - - -	12 00
"	do. do. on bond - -	108 75
"	Wm. Morgan - - -	48 61
"	Ostin Bunch - - - -	8 50
11	Benj. Bunch - - - -	2 00
June 13	Daniel Day - - - -	32 41
"	Thomas Marbury - - -	54 50
14	D. & S. Oliver - - -	45 81¼
Nov'r 4	Received by the hands of Wm. Covington, from the sheriff of Edgefield district, executors of Taylor vs. Wooten, M & Day - - - - -	365 00
"	Same vs. C & Johnson - -	72 93
"	By cash sent by J. S. Jeter - -	50 00
1815.		
Jan'y 1	Received in the case executors Taylor vs. F. Reynolds - - - -	600 00
17	By cash received in the case executors of Taylor vs. J. Bulluck - - -	156 00
		$9,828 16¼
	Deduct amount from the other side -	113 99
	Balance due the estate - - -	$9,714 17¼

The within examined and sworn to, the 3d day of April, 1815. No vouchers.

JNO. SIMPKINS, *O. E. D.*

So. Carolina, *Edgt. district:*

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 3d day of April, 1815.

JNO. SIMPKINS, *O. E. D.*

(*Exhibit No. 5.*)—Exhibit No. 5.

Dr. *The estate of Wm. F. Taylor, deceased, in account current with Sam'l Savage, executor.* Cr.

1815.					
April 3	V	To cash paid J. Simpkins, as per rec't			$2 37½
"	V	Wm. Nibbs, as per rec't			15 00
11		To my expenses going to and attending Edgefield court and to Augusta -			12 00
					29 37½
		My commissions on this amount paid out - -	$29 37½		
		My commissions on the amount received - -	3,076 09		
			$3,105 46½		
		Commissions 2½ per cent., is - -			77 62
					$106 99½
		SAM. SAVAGE, *Executor.*			
		By balance due the estate as per my last account returned - - -			9,714 17½
1815.					
April 3		By cash received Benj. Grumbles - -			30 00
4		In the case Ex'ors vs. F. Reynolds -			127 00
"		Benj. Hightower -			200 00
"		Wm. Halls -			250 00
"		Wm. Morgan -			50 82
"		do do -			10 00
7		A. Stewart -			200 00
8		Charles Randolph -			9 00
May 15		Wm. Williams, bond			30 00
June 10		B. C. Yancy and int.			421 42

EXHIBIT No. 5.—Continued.

1815.			
June 10	By cash of B. C. Yancy, att'y, collected from Day and Scott	-	$700 00
Oct'r 30	W. Han, bond and interest	-	151 50
"	Isaac Randolph { paid Capt. Hammond on 20th May, 1815. }		200 00
"	John Key		200 00
"	do. in full	- -	191 34
"	John Gray, note and interest	-	133 42
31	E. Howard et al. 2 notes & int.		17 55
"	A. Dubose, note and interest	-	18 54
"	J. Livingston, small note & int.		5 50
"	A. Stewart	- - -	100 00
			$12,790 26½
	Deduct amount from the other side	-	106 99½
	Due the estate	- - - -	$12,683 27

The within account examined, sworn to, and passed, the 31st day of October, 1815, and find vouchers for the letter V, near the left hand margin. JNO. SIMPKINS, *O. E. D.*

So. CAROLINA, *Edgt. district:*

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [SEAL.] *O. E. D.*

(*Endorsed.*)—The within account current rec'd in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 31st day October, 1815.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 6.)—Exhibit No. 6.

DR. *The estate of Wm. F. Taylor, deceased, in account current with Sam'l Savage, executor.* CR.

1815.			
Oct. 31st	V	Cash paid J. Simkins, as per receipt -	$1 18¾
1816.		My expenses going to and attending Edgefield court and returning, Oct'r term - - - -	5 00
Feb'y 5	V	Cash paid M. Mims - - -	22 17
12		My expenses to Edgefield court house and Augusta, on business of the estate, 9 days - - - -	21 75
Mar. 19	V	Cash paid the taxes of the estate, as per receipt - - - -	55 00

EXHIBIT No. 6.—Continued.

1815. Mar. 19	My expenses at Abb. court, March term, on business of the estate -	5 00
		$110 10¼
	$3,607 28 110 10¼	
	My commissions on $3,717 38¾ at 2½ per cent., is - - -	92 93
		$203 03¾
1815.	SAM. SAVAGE, *Executor.*	
Dec. 6th	By cash rec'd of B. Grumbles, per M. Mims	50 00
24	J. C. Mayson et al. on an execution - -	500 00
1816.		
Jan 16th	W. Nibbs, esq., in full of Bostick's note and interest - - - -	131 00
Feb'y	By cash received of B. Heightower -	100 00
"	in the case against W. W. Williams - -	20 40
"	B. Grumble's bond & int.	162 65
6	J. Cook, note and interest	33 71
"	Sheriff in the A. Dubose and Tullis - -	1,000 00
"	J. S. Jeter on W. & Robt. Samuel case	120 00
9	Muscoe and R. Livingston - -	100 00
10	W. W. Olds - - - -	110 00
"	Stephen Garret, note and interest -	35 70
16	Samp. Butler and J. Power, bond & int.	501 82
Mar. 19	W. Evans - - - -	15 00
"	J. S. Jeter, esq., the balance of W. and Robert Samuel's bond and interest -	207 00
"	Nelson P. Jones, note - - -	50 00
"	In part of the execution vs. J. C. Mayson & et al - - - -	450 00
"	B. C. Yancy, the balance on Day & Scott's bond - - -	20 00
		$3,607 28
	Deduct amount from other side -	203 03¾
		$3,404 24¼
	Balance of my last account - -	12,683 27
	Due the estate - - - -	$16,087 51¼

So. Carolina, *Edgt. district:*

I certify the within to be a true copy of the original as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [seal.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office on the oath of Sam'l Savage, executor, the 26th March, 1816.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 7.)—Exhibit No. 7.

Dr. *The estate of Wm. F. Taylor, deceased, in account current with Samuel Savage, executor.* Cr.

1816.			
Feb'y 9	V	To cash paid Samuel Taylor, under a compromise, in the presence of Nicholas Ware & R. R. Reid, esq'rs, of Augusta - - - -	$5,300 00
Mar. 26	V	To cash paid John Simkins, as per rec't	1 18¾
"		To cash paid Samuel Taylor, under the same compromise, in the presence of Christian Breithampt, and Wm. Thomas, esquires - - -	4,700 00
"	V	To cash retained in my hands, in favor of my son, as per Samuel Taylor's letter to me, with the interest from the 21st of January, 1812, being the date of the sale of said estate, to the present date, viz., 4 years and 2 mos.	520 38
27	V	To cash paid J. Hatcher, per receipt -	20 55
		To cash paid my expenses going to Edgefield court, March term, 1816 -	6 00
July 19	V	To cash paid Wm. Shaw, (the amt. of which remained in the hands of Wm. F. Taylor, dec'd, adm'r of the estate of Dr. Hudson,) after paying Mrs. Shaw's note (formerly Mrs. Hudson	241 50
		Amount carried over - - -	$10,789 61¾
		Amount brought forward - -	$10,789 61¾
		To my commissions on ten thousand seven hundred and eighty-nine dollars sixty-one and ¾ cts., at 2½ per ct. on moneys paid out - -	269 74
		Ditto, ditto, commissions on $3,394 60½ cts. moneys rec'd, at 2½ per ct. -	84 86
		SAM. SAVAGE, *Ex'or.*	$11,144 21¾

EXHIBIT No. 7.—Continued.

1816.		
Mar. 26	By balance due the estate, as per my last return	$16,087 51¼
"	By cash rec'd in part of the execution vs. Dubose and Tullis	185 00
"	By ditto, ditto, of Benjamin Hightower the balance of his bond and interest	205 00
"	By ditto, ditto, of A. Stewart's note and interest	91 50
27	By cash rec'd of Isaac Randolph, part of his bond	272 50
"	By cash rec'd of Hancock and Hardy, the balance of their note and interest	31 48
"	By cash rec'd, the interest of Wm. Evan's note	3 25
"	By cash rec'd of J. Hatcher	15 00
"	By cash rec'd of Wm. Owld's, the balance of his bond and interest	1,473 00
"	By cash rec'd of C. Breithanpt's bond compromised with Sam'l Taylor	500 00
July 19	By cash rec'd of Wm. Shaw, in part of his bond	241 50
Oct. 24	By ditto of Wm. Shaw, by the hands of B. F. Whitner, esq'r, in part of his bond	200 00
25	By ditto of James Ross, in part of his note	43 00
Nov'r 3	By cash rec'd from the sheriff of Edgefield district, the amt. of Thomas and Bussey's note and interest	73 37½
4	By cash rec'd of the sheriff aforesaid, in part of the case of the Ex'rs vs. Dubose and Tullis	60 00
	Amt. carried over	$19,482 11¾
	Amount brought forward	$19,482 11¾
	Deduct amt. from the other side	11,144 21¾
	Balance due the estate	$8,337 90

The within examined and sworn to, the 3rd day of February, 1817, and find vouchers for every item noted with the letter V on the left hand margin. JNO. SIMKINS, *O. E. D.*

So. Carolina, *Edgt. district:*

I certify the within to be a true copy of the original return as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.
O. TOWLES, [L. S.] *O. E. D.*

(Endorsed.)—This account current rec'd in the Ordinary's office on the oath of Sam'l Savage, ex'or, the 3d day Feb'ry, 1817.
JNO. SIMKINS, *O. E. D.*

Exhibit No. 8.—*(Exhibit No. 8.)*

DR. The estate of Wm. F. Taylor, dec'd, in account with Sam'l Savage, ex'or. CR.

1818.			
Feb. 3	V	To cash paid J. Simkins - -	$1 12½
		" " my expenses going to Edgefield court and returning -	13 50
	V	Taxes for the year 1816 - -	22 22
		My commissions on $678 25, at 2½ -	16 95
			$53 79½
		SAM. SAVAGE, *Executor.*	
1817.			
Feb. 3		By balance due the estate, as per my last return - - - - -	$8,337 90
4		Cash rec'd from Isaac Randolph, the balance of his and interest - -	467 11
16		rec'd of Nelson P. Jones, in part note	60 00
		Balance of James Ross' note and interest - - - -	24 50
1818.			
Jan. 12		Of the sheriff per J. Martin, in part of J. S. Glascock's bond - -	90 00
			$8,979 31
		Deduct amt. from the other side -	53 79½
			$8,925 51½

The within examined and sworn to, the 2nd February, 1818, and find vouchers for every item noted with the letter V near the left hand margin.
JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgt. district.*

I certify the within to be a true copy of the original return as remains on record in my office.
Given under my hand and seal, the 23rd January, 1837.
O. TOWLES, [L. S.] *O. E. D.*

(Endorsed.)—This account current rec'd in the Ordinary's office on the oath of Sam'l Savage, ex'or, on the 2nd day of Feb'y, 1818.
JNO. SIMKINS, *O. E. D.*

Exhibit No. 9.—*(Exhibit No. 9.)*

DR. The estate of Wm. F. Taylor, dec'd, in account current with Samuel Savage, ex'or. CR.

1818.			
Feb'y 2	V	To cash paid J. Simkins - -	$1 12½
		My expenses going to Edgefield ct. house - - - -	14 50
10	V	paid Wm. Lomax - - -	25 00
"	V	Geo. Bowie - - -	10 00
"	V	Alexd. Bowie - -	20 00
"	V	Thomas Heron - -	7 00
Mar. 10	V	M. Mims, as per acc't - -	5 00
		Commissions on $1,237 75, at 2½ per ct.	30 94
			$113 66½
		SAM. SAVAGE, *Executor.*	
1818.			
Feb'y 3		By balance due the estate, as per my last return - - - -	$8,925 51½
"		Cash rec'd in part of the case against Mason and Gonedy - - -	431 00
"		E. Bronon's note - - -	12 00
"		J. Talbert's note and int. - -	21 18¾
5		R. Quarles' bond - - -	500 00
		T. Heron's note - - -	7 00
March 9		The interest on R. Quarles' bond -	128 87½
10		Balance of the case vs. John S. Glascock, jun'r - - - -	37 06¼
"		Wm. W. Williams' bond and interest -	18 00
			$10,080 64
		Deduct the amount from the other side -	113 66½
			$9,966 97½

The within examined and sworn to, the 11th March, 1818, and find vouchers for every item noted with the letter V near the left hand margin. JNO. SIMKINS, *O. E. D.*

So. CAROLINA, *Edgt. district.*

I certify the within to be a true copy of the original return as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.
O. TOWLES, [L. S.] *O. E. D.*

(Endorsed.)—This account current rec'd in the Ord'y's office on the oath of Sam'l Savage, ex'or, the 11th March, 1818.

JNO. SIMKINS, *O. E. D.*

Exhibit No. 10.—*(Exhibit No. 10.)*

DR. The estate of Wm. F. Taylor, dec'd, in account current with Sam'l Savage, ex'or. CR.

1818.			
Mar. 11	V	To cash paid Ordinary - -	$1 75
	V	Cash paid Butler and Brooks -	23 62½
	V	Cash paid Butler and Hammond -	16 00
14	V	Cash paid James Day - -	2 50
		Expenses to Edgefield C. H. and to Augusta - - - -	25 25
22	V	Cash paid M. Mims, clerk, &c., for costs - - - -	17 18¾
	V	Cash paid the clerk - -	1 56¼
			$87 87½
		My commission on $10,393 42½, at 2½ per cent. - - - -	259 82
			$347 69½
		Ditto on $87 87½ is - - -	2 18
			$349 87½
	V	Cash paid the Ordinary - -	1 18¾
		Expenses at Edgefield ct. house -	5 00
April 22	V	Cash paid Adam Hutchinson, att'y for the parties interested - -	10,037 36¼
			$10,043 55

SAM. SAVAGE, *Executor.*

1818.		
Mar. 14	By balance due the estate, as per last return	$9,966 97½
	Cash rec'd of adm'rs L. Hammond -	180 00
	Ditto rec'd of adm'r Wm. Hall, it being the balance of his bond and interest, after deducting $200 under a compromise of a land case - - - -	246 45
		$10,393 42½
	Deduct amt. from the other side -	349 87½
		$10,043 55
	Account balanced -	$10,043 55

This acc't current rec'd in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 22d April, 1818, and find vouchers for every item marked with the letter V on the left hand margin.

JNO. SIMKINS, *O. E. D.*

So. Carolina, *Edgt. district.*

By O. Towles, Ord'y of said district, I certify the within to be a true copy of the original return as remains on record in my office.

Given under my hand and seal, the 23d day of January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(Endorsed.)—This account current rec'd in the Ordinary's office, on the oath of Sam'l Savage, ex'or, 22d April, 1818.

JNO. SIMKINS, *O. E. D.*

Exhibit D.—*(Exhibit D.)*

This indenture, made and entered into this 21st day of July, in the year of our Lord one thousand eight hundred and eighteen, between Samuel Savage, surviving executor of the last will and testament of William Taylor, deceased, the said Samuel Savage, of Murry county, State of Tennessee, of the one part, and Zachariah Peter, Simon Peter, Millbourn Hogg, and John Peter, of the county of Washington, and State of Kentucky, of the other part, witnesseth; that the said Samuel Savage, executor as aforesaid, for, and in consideration of, the sum of eight hundred dollars, to him in hand paid, the receipt whereof he doth hereby acknowledge, and being authorized so to do, as by the last will and testament of the said William F. Taylor, deceased, recorded in the Ordinary office of Edgfield district, in the State of South Carolina, will more fully appear, hath granted, bargained, and sold, and doth hereby grant, bargain, sell, and convey, by this his quit claim deed, to the *the* said Peters and Hogg, a certain tract, piece or parcel of land, situated, lying, and being in the aforesaid county of Washington, and State of Kentucky, and on the waters of Long Lick creek, containing four hundred acres, beginning at maple and beech, northwest corner of Joseph Trotter, 2,000 acre survey; thence north 84 west, 28 poles, to two dogwoods and beech; thence north 48 west, 51 poles, to a small gum and sugar tree; thence north 20 poles, to a sugar tree on the bank of a branch; thence north 26 west, 203 poles, to three beeches; thence N. 30 E., 260 poles, to an ash and two beeches; thence N. 85 east, 203 to a white oak and beech; thence south 30 west, 554 poles, to the beginning. To have and to hold the same to the said Zacharia Peter, and Simon Peter, and Millbourn Hogg, and John Peter, and their heirs and assigns forever, from the claim or claims, or hindrance, or molestation, of the said Samuel Savage, executor as aforesaid, or any other person or persons claiming or to claim the same, by, from, through, or under the said William F. Taylor, deceased.

In testimony whereof, the said Samuel Savage, surviving executor as aforesaid, hath hereunto set his hand and affixed his seal, this day and date above written. SAMUEL SAVAGE, [SEAL.]

Executor of Wm. F. Taylor.

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court, do hereby certify, that on the day of the date hereof, this indenture was acknowledged before me, in my office, by the within named Samuel Savage, executor of William F. Taylor, deceased, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereunto set my hand, this 21st day of July, 1818.

JOHN HUGHES, Jr.

THE COMMONWEALTH OF KENTUCKY,
and county of Washington, ss:

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the within and foregoing contains a true and complete copy of the deed therein named, from the record of my office.

In testimony whereof, I have hereunto set my hand and affixed [L. S.] the seal of my office, at Springfield, this 7th day of Dec'r, 1836, and in the 45th year of the Commonwealth.

WM. B. BOOKER,
Clerk Wash. county court.

WASHINGTON COUNTY, KENTUCKY:

I, Lloyd Ray, eldest and presiding justice of the peace within and for said county, do certify, that William B. Booker, whose name is attached to the above and foregoing certificate or deed, was at the time of signing the same, clerk of the Washington county court, and that full faith and credit is due and ought to be given all his official acts as such.

Given under my hand, this 7th day of Dec'r, 1836.

LLOYD RAY, *J. P. W. C.*

Exhibit C.—*(Exhibit C.)*

This indenture, made and entered into this 21st day of July, anno domini one thousand eight hundred and eighteen, between Samuel Savage, surviving executor of the last will and testament of William F. Taylor, deceased, of the county of Murry, in the State of Tennessee, of the one part, and Alexander McDonall, James Joseph Griffin, Elizabeth, Mary, and Eursley McDonald, heirs and legal representatives of Richard McDonald, deceased, of the county of Washington, and State of Kentucky, of the other part, witnesseth: that the said Samuel Savage, executor as aforesaid, for, and in consideration of, the sum of one thousand three hundred and eighteen dollars, to him in hand paid by the said Alexander McDonald and Richard McDonald, heirs, the receipt whereof he doth hereby acknowledge, and being authorized so to do by the last will and testament of the said Wm. F. Taylor, recorded in the Ordinary office, Edgfield district, State of South Carolina, will more fully appear, have granted, bargained, and sold, and doth hereby grant, bargain, sell, and convey, by this his quit claim deed, to the said Alexander McDonald and the said heirs and legal representatives of Richard

McDonald, deceased, a certain tract, piece, or parcel of land, situate, lying, and being in the aforesaid county of Washington, and State of Kentucky, on the waters of Long Lick creek, containing six hundred and fifty-nine acres, be the same more or less, and bounded by Abraham Buford's acre survey on the north, and on the south and east by Trotter's surveys, as more fully here described, viz: containing seventy-nine acres, on which Thomas Cull now lives; one hundred and eighty acres, [on] which William Shoemaker now lives; thirty acres, on which Zachariah Peter now has a farm and crop growing; two hundred acres, on which the widow of Azariah Lewis, deceased, now lives. All which tracts, added together, make up the quantity of six hundred and fifty-nine acres. To have and to hold the farm, and the said Alexander McDonald, and the aforesaid heirs of Richard McDonald, deceased, and their heirs and assigns forever, free from the claim of the said Samuel Savage, executor as aforesaid, and free from the claim or claims, let, hindrances, or molestation of any other person or persons claiming or to claim the same, from, by, through, or under the said William F. Taylor, deceased.

In testimony whereof, the said Samuel Savage, surviving executor as aforesaid, hath hereunto set his hand and affixed his seal, this date above written.

SAM'L SAVAGE, [SEAL.]
Executor of Wm. F. Taylor.

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this indenture was acknowledged before me, in my office, by the with[in] named Samuel Savage, ex'or of William F. Taylor, deceased, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereunto set my hand, this *this* 21st July, 1818.

JOHN HUGHES, Jr.

THE COMMONWEALTH OF KENTUCKY,
Washington county, sct:

I, William B. Booker, clerk of the county court f r the county aforesaid, do certify, that the within and foregoing contains a true copy, from the records of my office, of the deed named therein.

In testimony whereof, I have hereunto set my hand and affixed [L. S.] the seal of my office, this 7th day of Dec'r, 1836, and in the 45th year of the Commonwealth.

WILLIAM B. BOOKER,
Clerk Wash'n county court.

WASHINGTON COUNTY, KENTUCKY:

I, Lloyd Ray, eldest and presiding justice of the peace within and for the county aforesaid, do certify, that William B. Booker, whose name is attached to the above and foregoing certificate, is, and was at the time of

signing the same, clerk of the Washington county court, duly elected and qualified as such, and that full faith and credit is due, and ought to be given, to all his official acts as such.

Given under my hand, this 7th day of Dec'r, 1836, and in the 45th year of the Commonwealth.

LLOYD RAY, *J. P. W. C.*

And afterwards, to wit, on the eighth day of September, in the year of our Lord one thousand eight hundred and thirty-eight, was issued a subpœna in said cause, in the words and figures following, to wit:

Sub.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We command you to summon George Savage, who is a citizen of the State of Alabama, residing in the northern district thereof, to be and appear before the judge of the district court of the United States for the northern district of Alabama, at the next term thereof, to be held at the court-house in the town of Huntsville in said district, on the fourth Monday in November next, to answer a bill of complaint in chancery, preferred against him by Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, all of whom are aliens residing in Scotland, and are subjects of the Queen of the united kingdom of Great Britain and Ireland; a copy of which bill of complaint you will deliver to the said George Savage. Herein fail not, and have then there this precept.

Witness the honorable William Crawford, judge of the district court of the United States, as aforesaid, this eighth day of September,
[L. S.] A. D. eighteen hundred and thirty-eight, and of American independence the sixty-third. Issued the eighth day of September, 1838.

Attest:

B. S. MOORE,
Clerk of said district court.

Mar. ret.

(Endorsed.) "Executed 13th October, 1838.

BENJ. PATTESON,
Marshal of the northern district of Alabama.
By his deputy JOHN DOE."

And afterwards, to wit, on the twenty-seventh day of November, being a day of a term of the district court of the United States for the northern district of Alabama, begun and held at the court-house in the town of Huntsville in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and thirty-eight.

Order for attach. nisi.

"On motion, and it appearing to the satisfaction of the court that the subpœna has been served on the defendant herein more than thirty days previous to the commencement of this term of said court, and by con-

sent, it is ordered, that unless said def ndant answer within the space of seventy days from the rise of this court, an attachment be issued to compel him to answer, &c."

And afterwards, to wit, on the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and thirty-nine, was filed the answer by said respondent in said cause, in the words and figures following, to wit:

Answer of resp. to original bill.

The answer of George M. Savage to the bill of complaint of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, heretofore filed against him in the district court of the United States for the northern district of Alabama, sitting in chancery for said district.

This defendant, saving and reserving the benefit of all exceptions that can or may be taken to said bill, for answer thereto, or so much thereof as he is advised it is material for him to answer, says, that he supposes it to be true that the said William F. Taylor, who was a native of Scotland, died in Edgefield district, in the State of South Carolina, about the time mentioned in the bill; but whether the said William F. Taylor was a naturalized citizen of the United States of North America this defendant is utterly ignorant, and, if it shall be material for his defence, requires strict proof thereof. Also, he supposes it to be true that the said William F. Taylor made his last will and testament, and that exhibit A is a copy of the same, and that it was proved and admitted to record before the court of ordinary in the said district of Edgefield on the day mentioned in the bill; and that Patrick McDowell, William Ross, Duncan Mattheson, and Samuel Savage, the executors named therein, duly qualified, and took upon themselves the execution of the trusts confided to them in said will, so far only as the same could or was to be executed in the State of South Carolina; but this defendant expressly and wholly denies that the said executors, and especially the said Samuel Savage, were, either at the time of the probate of said will, or since, took upon himself the execution of the same, or the trusts therein, as it regards any property or effects whatever of the said William F. Taylor, or other duty beyond the limits of the State of South Carolina; on the contrary thereof, the said will, so far as this defendant knows or believes, was never admitted to record, or proven in any other State than the State of South Carolina, the place of the said William F. Taylor's domicile at the time of his death; nor did the said executors, or either of them, to the knowledge or belief of this defendant, ever qualify in any other than the State of South Carolina. And this defendant expressly states that the said executors, or either of them, never did, at any time, qualify in the State of Kentucky, nor was said will ever proved, or admitted to record in said State in the lifetime of said executors, or either of them, to the knowledge of this defendant; nor was it the duty or the right of said executors, or either of them, to interfere with the property of said testator,

situated in any foreign jurisdiction beyond the limits of South Carolina at the time of his death.

This defendant, further answering, says, that he is utterly and wholly ignorant whether the complainant, Samuel Taylor, is the brother of the said William F. Taylor or not, or whether the said William Rainey, Alexander Rainey, and Elizabeth Rainey, are the children of Mary Taylor, or not; he supposes it to be true, from information which he believes, that the said William F. Taylor, at the time of his death, had a brother by the name of Samuel Taylor, and a sister by the name of Mary Taylor, but this defendant has no knowledge or information upon which he can rely, as to the pedigree or relationship of the complainants; nor does he know, or admit, that they are at all related to the said William F. Taylor who died in the State of South Carolina; but, on the contrary, requires full and strict proof of the same. He supposes, however, that it may be true that the complainants are aliens, and subjects of the Queen of the united kingdom of Great Britain and Ireland, but of this he has no knowledge, complainants being entire strangers to him. This defendant is utterly and wholly ignorant, whether the said brother and sister of the said William F. Taylor, who died in the State of South Carolina, or either of them, were ever lawfully married or not; or whether they, or either of them, had issue at the time of the death of said William F. Taylor, or since, and requires strict proof of said allegations; nor does he know whether Mary Taylor, the sister of the said William F. Taylor, is dead or not, or whether the complainants, William, Alexander, and Elizabeth Rainey, are the issue and children of said Mary Taylor, as alleged in said bill; but, on the contrary thereof, he is utterly and wholly ignorant of the truth or falsehood of said allegation, and requires that the same be strictly proved.

This defendant cannot admit that the said Samuel and Mary Taylor, or either of them, took any estate or interest in the property of the said William F. Taylor, under his said will, or that they were, in any manner, entitled under the same; nor can he admit that the said limitations and executory bequests contained in said will are valid, or of any force whatever; on the contrary, he is advised the same are void, and vested no interest whatever in the children of the said Samuel and Mary, either as legatees, or otherwise, if any such children there were; nor does this defendant admit that the children of the said Mary Taylor, if they exist, are her next of kin, or entitled to her estate; but, on the contrary thereof, he is utterly and wholly ignorant upon this subject, and requires strict proof of the death of the husband of said Mary. Nor, if there were any such children and kin, does the defendant, by any means, admit their right to prosecute suits for the supposed estate of their deceased mother, in the courts of the United States, or elsewhere; but, on the contrary thereof, the supposed claim of Mary Taylor could only be prosecuted through the authority of her personal representative, legally appointed in the courts of the United States.

This defendant, further answering, admits that the said executors, in executing the various trusts reposed in them by said will, did, to a very

great extent, execute the same severally; but this allegation is not entirely true, as this defendant will more especially show hereafter. He admits that he has heard, and believes it to be true, that said Mattheson and Ross departed this life about the time severally mentioned in the bill. It is not true that the principal part of the business appertaining to the estate of the said William F. Taylor, in the State of South Carolina, was under the management of the said Samuel Savage exclusively; on the contrary thereof, the said McDowell, Ross, Mattheson, and Savage, jointly executed and filed, in the office of the court of ordinary of the said district of Edgefield, a true and perfect inventory of the personal estate of said testator: also they executed and filed jointly, in said court of ordinary, a true and perfect account of sales of the estate, both real and personal, of the said testator, as will appear by exhibit L and M herewith filed, and prayed to be taken as a part of this answer. It is true, as this defendant has been informed, that said McDowell, Ross, and Mattheson, or some of them, did manage the estate of the said William F. Taylor in the State of Georgia, but whether the said McDowell, Ross, and Mattheson, together managed the same, or what part each took therein, this defendant is wholly unable to state; but he expressly states that the said Samuel Savage had nothing to do with the estate of the said William F. Taylor in the State of Georgia.

This defendant, further answering, says, that he knows nothing of the accounts and settlements, and other acts of the said McDowell, Ross, and Mattheson, in reference to said estate, except what appears of record in the said court of ordinary; and he supposes it to be true, that they fully settled their accounts in their lifetime, and that the balance due from them was paid over to the said Samuel and Mary Taylor, the brother and sister of said William F. Taylor.

This defendant, further answering, says, it is true that the said William F. Taylor had a considerable amount of property in the State of South Carolina at the time of his death; all of which, both real and personal, was truly accounted for, so far as the same come, or ought to have come, to the hands of said Samuel Savage; all which will appear by reference to said two exhibits L and M, and the various settlements of said Samuel Savage in regard to said estate, from time to time made in the said court of ordinary in the said district of Edgefield; which said settlements are contained in document marked N, and prayed to be made a part of this answer. And this defendant positively denies that there was any property or estate, or other effects whatsoever of the said testator in the State of South Carolina, not fairly and truly accounted for to the said court of ordinary in the records aforesaid; on the contrary, he expressly states that the said records contain a full and correct account of the estate and effects of the said testator in the State of South Carolina, which either come, or ought to have come, to the hands of Samuel Savage; nor does this defendant know or believe, nor has he ever heard of any other property or effects of said estate, either in the State of South Carolina or elsewhere, not embraced in said record, except a claim to some lands in Kentucky, as hereafter explained; and that the allegation

in said bill, that said Samuel Savage had the estate of the said testator in the State of South Carolina under his exclusive management and control, is utterly false and unfounded, as will be seen by reference to the records aforesaid.

This defendant, further answering, says, that the allegation in said bill, that a large amount of property, exceeding one hundred thousand dollars of the estate of the said testator, went into the hands of the said Samuel Savage, fully fifty thousand dollars of which has never been accounted for, is utterly false and destitute of truth; on the contrary, defendant expressly states that the records before referred to exhibit a complete account of all the property or effects of said estate, which ever come, or ought to have come, to the hands of said Samuel Savage; all of which have been truly accounted for, and paid over to, the said Samuel and Mary, brother and sister of said testator, and their agent. And the defendant expressly states that, from the character of the said Samuel Savage, he has no doubt that he paid strict attention to the interest of said estate, and realized therefor every dollar which could have been collected, and that he has long since accounted for and settled the same with the brother and sister of said testator, and their agent.

This defendant further answering says, that the allegation in said bill, that at the time of said testator's death the said Savage was indebted to him on open account, as stated on the books of said testator, in the sum of $789 70 cents, is wholly false and untrue; on the contrary thereof, no such sum, or any other sum, was due from the said Samuel Savage to the said estate, either by open account or otherwise, except what he has accounted for in the records and settlements before referred to, and if it shall become material, he requires strict proof of said allegation. Also the allegation in said bill, that the said Samuel Savage received cash on hand at the time of said Taylor's death, the sum of $681 75 cents, and made no return thereof, is utterly false and untrue; on the contrary, the said Samuel Savage recovered nothing, either in cash or otherwise, but what was truly accounted for in the records before referred to. Also the allegation in said bill, that the said Samuel Savage fraudulently concealed said indebtedness, and the reception of said last mentioned sum of money is utterly false; no such debt was owing, or sum received, or concealed by Samuel Savage.

This defendant further answering says, that the paper marked L, and made a part of this answer, corresponds with exhibit B in the bill, and he supposes are copies from the record of the said court of ordinary, and that it is wholly false that no return of debts due the estate of the said testator at the time of his death was made to the said court of ordinary, of said district of Edgefield, by said executors; on the contrary thereof, the said Samuel Savage and William Ross, two of said executors, in the months of January and February, 1812, or about that time, severally returned and filed in the said court of ordinary, an inventory of the bonds, notes, accounts, and other claims, due the estate of the said testator; all which will appear by reference to the documents O and P, herewith filed and prayed to be taken as part of this answer. The said exhibits contain

every account, debt, bond, or other claim due the estate of the said testator at his death, so far as this defendant has heard, known, or believes, including those desperate, and those that could be collected.

This defendant further answering says, that the allegation in the bill, that no account of sales was ever returned to said court of ordinary by the said Samuel Savage, is wholly false, as will appear by the records before referred to; on the contrary thereof, this defendant verrily believes, and so states, that the said records show a complete and full return of the sale of the whole real and personal estate of the said testator as made by Samuel Savage, and the other executors of said will. Also the allegation in said bill, that a large quantity of valuable land in the State of South Carolina, was sold by said executors, and that the proceeds thereof, to the amount of several thousand dollars, went into the hands of said Samuel Savage, and has never been accounted for, and that no *re*-return thereof was ever made to the court of ordinary, is wholly false and untrue; on the contrary thereof, the said executors sold no lands of the said testator but what are truly accounted for in the records of the said court of ordinary; nor did the said Samuel Savage, as this defendant verily believes and states, ever at any time received a single dollar for the sale of lands in South Carolina, of the estate of the said testator of any discription whatever, but what was honestly and truly accounted for to the said court of ordinary; the said records will fully show all the lands sold by the executors, and the value thereof; and this defendant verily believes, and so states, that said records embrace all the lands belonging to the estate of said testator in the State of South Carolina.

This defendant further answering says, that it is wholly untrue, that no final settlement has ever been made in said court by said Samuel Savage, in relation to said estate; on the contrary thereof, the said Samuel Savage as the executor of said will in the State of South Carolina, on the 22nd day of April, 1818, made a full, fair, and final settlement of all his transactions with said estate in the said court of ordinary, in the said district of Edgefield, in presence of Adam Hutcheson, the attorney of the said Samuel and Mary, the brother and sister of the said testator; the accounts of the said Samuel Savage were then balanced, and the sum then due the said Samuel and Mary, the brother and sister of the said testator, was on the day and year last aforesaid paid over in the said court of ordinary to the said Adam Hutcheson, the attorney and agent in fact of the said Samuel and Mary, and duly authorized to receive the same, all of which was at that time entered of record in said court of ordinary; the said settlement embraced every thing between the said Samuel Savage, and the said legatees, and was then and there final between the parties; all which will appear by exhibit N, before referred to, and also by a copy of the receipt of Samuel Taylor and William Rainey, and his wife Mary, by their attorney, Adam Hutcheson, in their name executed to the said Samuel Savage on the said 22nd day of April, 1818, for the said sum of $10,037 36¼ cents, which is herewith filed and prayed to be taken as a part of this answer, and marked as exhibit T, the original of

which this defendant now has in his possession, and will read on the final hearing of this cause.

This defendant further answering says, that exhibit N, embraces the settlements of the said Samuel Savage, as such executor, from time to time made as aforesaid, and with the exception of some slight variations corresponds with exhibits marked 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, in the bill, all of which are, as he supposes, copies of the record of the said court of ordinary, in the said district of Edgefield, South Carolina. This defendant again says expressly, that the said item of $10,037 36¼, was paid to Adam Hutcheson as aforesaid, and that he was the agent and attorney in fact of the said Samuel Taylor and Mary Rainey, and her said husband William Rainey, and duly impowered to receive and receipt for the same, that upon such payment the said Samuel Savage was fully discharged therefrom.

The defendant further answering says, that from facts and information derived from the said Samuel Savage, in his lifetime, of the truth of which he has no doubt the said Samuel Savage during the whole course of his executorship, never used or applied a dollar of the funds of the estate to his own use; but, on the contrary, he was scrupulous to keep the funds and property of said estate wholly distinct from his individual business. The said Samuel Savage was so particular in the discharge of his duty to the said estate, as to act always under the advice of the ablest counsel in the State of South Carolina; amongst others, he took the advice of H. W. Desaussure, then chancellor of said State, as will appear by the original letter of the said H. W. Desaussure, to the said Samuel Savage, dated the 29th day of August, 1814, now in the possession of this defendant, which he will read at the final hearing of this cause. The said Samuel Savage, in his lifetime, often asserted to this defendant, that he never made one dollar of interest out of the funds of said estate, but what was honestly accounted for in his settlements with said court of ordinary, which assertions this defendant states expressly, he believes to be true. The business of said estate was very complicated, the said testator had in his lifetime been extensively engaged in the mercantile business, and many of the debts due to him were of long standing, and many were insolvent, and never could be collected; under these circumstances, it took much time to realize its funds; it is not probable, therefore, that any great amount came into his hands for the first year or two of his executorship. Moreover, the said Samuel Savage made annual returns and settlements with the said court of ordinary, in accordance with the laws of South Carolina; during a large portion of this time the said legatees or their agent *was* present, and it is not probable that any interest made by the said Samuel Savage out of the funds of the estate, would have been passed without notice, both by the parties interested, and by the court of ordinary.

This defendant further answering says, that even if it were true that the said Samuel Savage made interest on the funds of the estate for which he did not account, (the contrary of which he expressly states to be true,) yet the said Samuel Taylor and Mary Rainey, or those claim-

ing under them, can have no possible title to the claim of interest set up in the bill; because, on the 9th day of February, 1816, the said Samuel Taylor for himself, and for his sister, the said Mary Rainey, and her said husband William Rainey, made and executed to the said Samuel Savage an agreement, a copy of which marked S is herewith filed and prayed to be taken as a part of this answer, the original of which this defendant now has in his possession, and will produce on [the] final hearing of this cause; by reference to which, it will appear that said Samuel Taylor, and the said Mary Rainey and her said husband, consented and agreed that the said Samuel Savage should pay over to the said Samuel Taylor, at that time, as much money as he could spare, and on or before the first day of April ensuing, to pay over all monies that might be collected on account of said estate; and the said Samuel Taylor for himself, and in behalf of his said sister Mary, and her said husband, did then and there, thereby consent and agree, on receiving from said Samuel Savage, all monies that could be collected by the first day of April next thereafter, to allow the said Samuel two years from that date to close the remaining business of the estate, and that for the money theretofore deposited in the Augusta Bank, no interest was to be required of the said Samuel Savage for the time the same remained in bank; and that on all monies that might be collected by the said Samuel, no interest was to be required, provided the same should be paid over to the said Samuel Taylor, or his lawful agent, in a reasonable time after the same was collected. This defendant states, that the agreement last aforesaid war made under the following circumstances, as he is informed and believes, that is to say, for some time after the death of the said testator, no one appeared on behalf of the legaties to receive what was coming to them under the will, during which time it was impossible for the said Samuel Savage to pay over the monies collected by him, on account of said estate to said legaties; and it being difficult and hazardous to loan out said money without too much risk of losing the same, the said Samuel Savage, after paying such debts as were presented against said estate, made a special deposite of the residue of said money in the Bank of Augusta, where it remained without interest, until under an order of the court of equity, obtained through advice of able counsel, the said money was loaned out at interest until it should become necessary to pay it over to the legaties. Some short time afterwards, the said Samuel Taylor, the brother of said testator, and agent of his sister Mary Rainey, and her said husband William Rainey, came personally to the said district of Edgefield, and was shown and made acquainted, by said Samuel Savage, with all that had been done in regard to said estate, and being fully satisfied therewith, executed the aforesaid instrument as to interest. The object of said agreement as to the interest upon monies thereafter to be collected, was expressly to indemnify said Samuel Savage against any omission on his part to loan out said money, and to have the same always ready to be paid to the said legaties, or their agents, when called for, and also to guard against the risks incident to loaning the same. On the very day said agreement was executed, said Samuel Savage paid the

said Samuel Taylor, for himself and his sister aforesaid, under said will, the sum of $5,300 00, as will appear by the receipt of said Taylor, now in the possession of this defendant; and on the 26th day of March, 1816, in further execution of said agreement; he again paid said Samuel Taylor the sum of $4,700 00, which will also appear by the receipt of Samuel Taylor, now in the possession of this defendant, being all the monies which could then be collected by Samuel Savage; and that in still further execution of said agreement, the said Samuel Savage proceeded with all due diligence to close the remaining business of said estate, and on the 22nd day of April, 1818, was enabled to settle finally the business of said estate as herein before stated; all of which the defendant insists is a complete bar to any claim for interest.

This defendant further answering says, that the allegation in said bill, as to the sum of $3,232 31, said to be retained by the said Samuel Savage for commissions and travelling expenses, is false and untrue, that no such sum was retained for such purposes; on the contrary thereof, the records before referred to, and especially exhibit N, will fully show the amount retained by the said Samuel Savage for his commissions and travelling expenses, and which were entirely reasonable, and much below the usual charges for such services. The amount so retained came of course under the immediate examination of the court of ordinary, and of the legatees and their agents, and would not have been allowed if unconscientious or improper.

This defendant further answering says, that he has been informed and believes, that within ten days, or some other short time, after the final settlement of the estate was made as aforesaid, the said Samuel Savage, believing that the whole business of said estate was finally closed and ended, removed from the State of South Carolina to Maury county, in the State of Tennessee, and has never been in the State of South Carolina since; and that as late as the 26th day of March, 1816, the said Samuel Taylor being in the district of Edgefield, and being well acquainted with the manner in which said estate had been managed up to that time, was perfectly satisfied with the conduct of said Samuel Savage as such executor, which will appear by a letter from the said Samuel Taylor to the said Samuel Savage, dated the 26th day of March, 1816, a copy of which is herewith filed and prayed to be made a part of this answer, marked as exhibit Z; that shortly after the date of this letter, as this defendant is informed and believes, the said Samuel Taylor, being well advised as to the condition of this estate left the United States, having before he left constituted the said Adam Hutchison the agent of said legatees, to supervise the management of said estate, and finally to receive and settle the same, all which was done to the satisfaction of said agent, and as this defendant believes, to the satisfaction of the legatees. And respondent herewith files an authenticated copy of one of the powers of attorney, executed by said Samuel Taylor, for himself and for his sister Mary Rainey, and her husband William Rainey, to the said Hutchison, marked exhibit G, investing him with the powers aforesaid, the original of which, it is presumed, is either destroyed or is in the hands of

the representatives of said Hutcheson, who respondent has been informed and believes, has long since departed this life. No further claim is set up, and the whole matter is permitted to sleep for more than twenty years, (the executors, especially the said Samuel Savage, fully believing the whole matter finally closed,) until the death of all said executors, and many, perhaps all the witnesses to the faithful execution of said will, when the complainants falsely pretending that they are the persons entitled under the will of said testator, and that the same has never been truly executed, seek to overhaul said accounts and settlements in said court of ordinary; under these circumstances, this defendant insists and alleges, that the said settlements made by the said Samuel Savage in the court of ordinary, in the said district of Edgefield, in relation to the estate of the said testator, [is] absolutely conclusive evidence, that the said estate has been fairly and truly settled and accounted for to the legatees under said will, and that it is not competent for any other court within the United States to open or enquire into the correctness or regularity of the adjudications of the said court of Ordinary upon said estate, and the settlements of the same. But if in this he should be mistaken, then in bar of any account in this cause, he pleads and relies upon the decrees and adjudications of the said court of Ordinary aforesaid, as prima facie evidence of the truth and correctness of the settlement of said estate, and on final hearing will rely upon the same as a complete bar to any relief. Finally, in bar of any account or relief in this cause, this defendant pleads and relies upon the statute of limitations and lapse of time, as evidence that the said estate has long since been fully and fairly settled, and paid over to the persons legally authorized to receive the same.

This defendant further answering says, that he denies that the said testator, either at the time of his death or since, had lands to a large amount and of great value in the State of Kentucky; on the contrary thereof, this defendant has been informed and believes, that the said testator was not the owner of any lands in the State of Kentucky, either at the time of his death or since. It is true, as this defendant has been informed, that the said testator, at the time of his death and for many years before, had a suit depending in the State of Kentucky against sundry persons unknown to this defendant, for a tract of land of about four or five thousand acres, lying in Washington county, in said State, and prosecuted continuously until the 8th day of January, 1818, when judgments were recovered against the defendants, and commissioners appointed to assess the improvements; and that, during the pendencey of said suits, and from the time said judgments were rendered, up to this time, the defendants in said suits have been enabled through some means to keep possession of said tract of land. This defendant is wholly ignorant of the means used by said defendants to keep possession of said land, nor does he know whether they filed bills or not. He has been informed and believes, that in the year 1836 the said William Primrose, the pretended agent of said legatees, made a compromise with the tenants in possession of said land, by which, for some inconsiderable amount, he agreed to release the claim of said legatees to said land: this defend-

ant has been informed and believes, that the said testator at the time of his death had no valid title to said tract of land; but, on the contrary, that his title thereto was always defective. But if, upon an investigation of the title of the testator to said tract of land, it should appear that this defendant is mistaken, then he insists that, by the terms of said will of said testator, the executors therein took or received no interest or estate whatever in the lands of the said testator, either in the State of Kentucky or elsewhere, but only a bare power of sale; and that, upon the death of the testator, whatever title he may have had to lands in the State of Kentucky escheated to the said State, the said testator having no heirs in the United States of America at the time of his death; and that it was neither the duty, nor did the said Samuel Savage have power or authority to enforce the claim of said testator to lands in the State of Kentucky or elsewhere, and that the said Samuel Savage never did, at any time, take upon himself the trusts in said will, as it regards any lands in the State of Kentucky, nor was he bound so to do; and that, even if the lands of the said testator, either in the State of Kentucky or elsewhere, were ever subject to any trusts under said will, the same were lost when said lands escheated as aforesaid, and could not be enforced either in a court of law or equity. Moreover, the defendant insists, that upon the death of one or more of said executors, all power or authority to sell the lands of the said testator under said will ceased, and that the surviving executors could not legally, much less was it their duty, to sell the lands of the testator. This tract of land of four or five thousand acres in the county of Washington, is the only land, or claim to lands, which this defendant ever heard of, or of which he has any knowledge, claimed by the said testator.

As to the allegation on said bill that the said testator had, at the time of his death, other lands in the State of Kentucky to the amount of thirty thousand acres, more or less, this defendant states it is wholly false, and that the said testator never had title to any such lands, nor did this defendant ever hear of any such claim: the only lands of which he has any knowledge, or ever heard of, to which the said testator set up a claim, being the said tract of four or five thousand acres above-mentioned. And the defendant expressly states, that if any such lands, or claim to lands, in the State of Kentucky existed, the same never come to the knowledge of the said Samuel Savage; nor is it true that the said lands, or any part thereof, could have been legally sold by the said Samuel Savage, or by proper diligence secured to the estate of the said testator; on the contrary, there never were any such lands, and if there had been, does this defendant by any means admit that it was either the duty, or that the said Samuel Savage had power to intermeddle therewith, but expressly charge the contrary.

This defendant further answering says, that it is true, as he is informed, that in the year 1818, and shortly after the said Samuel Savage came to the State of Tennessee to reside, he did go to the State of Kentucky, and in order to realize the most that could be got, for the desperate claim of the said testator, executed the papers marked D and C in

the bill, but it is utterly untrue that the said Samuel Savage fraudulently represented himself to be the only surviving executor of the said testator; on the contrary, he has no doubt the said Samuel Savage believed, at the time he executed said deeds, that he had power to do so, although in this the said Samuel was clearly mistaken. This defendant expressly denies that the said Samuel Savage, in making said deeds, violated any of the provisions of the will of said testator, or that he had authority to make such deeds either under the will or otherwise; so far from this, it was never the duty of said Samuel Savage to intermeddle with said lands, nor could he legally do so; as to him the said lands were not trust property, nor did the relation of trustee as to said lands exist between the said Samuel Savage and the said legatees under the said will or otherwise; on the contrary, nothing that was done by the said Samuel Savage did or could at all effect or prejudice the claim or title of the said legatees to said land, nor was the said Samuel Savage accountable to the said legatees for the sums received by him upon the supposed sale of said lands as aforesaid. Said lands, if any there were, escheated to the State of Kentucky upon the death of the said testator, and even if said State held the legal title in trust at all for the persons named in said will, the acts of said Samuel Savage, in whatever character he essayed to act, could not operate on the legal or equitable title in the same; and if he would have been liable at all, or to any body, either on the ground of fraud, mistake, or covenant, he only could have been so to the persons that purchased the lands from him.

This defendant further answering says, that however this matter may be, said sale was merely void, and could not effect the rights of complainants if they had any, because, in addition to the matters herein relied on, Patrick McDowell, one of the executors named in said will, was in full life at the date of said sale, and did not join therein. The consideration alleged to have been received by said Samuel Savage, for said one thousand and fifty-nine acres of land, is incorrectly stated—he received, as this respondent has understood, believes, and so states, a negro woman, laboring under the dropsy at the time he got her, and literally worth nothing, but in fact was a charge and expence until she died, a small negro girl sold by him, at fair sale, for two hundred dollars, and a horse, and money amounting to eighty-five dollars more; and this was all that said Samuel Savage ever received for, and on account of, all the stupendious quantity of land alleged to have been left by the said testator in the State of Kentucky, as this respondent verily believes. And this defendant expressly denies that the said Samuel Savage sold the one thousand and fifty-nine acres of land for cash, or that he realized, or could or ought to have realized, any thing more for said lands than the sum above-mentioned.

From an examination of the terms of the compromise affected between William Primrose and the tenants in possession of the said land, it will appear that the title of said testator was a desperate one, out of which nothing of any value ever could have been realized, and that, if any final judgments were permitted to go against the tenants in posses-

sion, they were obtained through fraud and collusion between the said William Primrose and the tenants in possession, in order to affect the estate of said Samuel Savage; and that the said Primrose and the said tenants in possession have fraudulently combined and colluded together for the *the* purpose of cheating and defrauding the estate of said Samuel Savage; although the title of William F. Taylor to said lands was always defective, as this defendant believes and states, yet the tenants in possession pretend that the said William Primrose lately, and in the year 1836, has recovered said lands from them in behalf of the legatees of said William F. Taylor, and they are seeking to hold the estate of Samuel Savage responsible for the pretended loss of said land, upon the warranties contained in exhibits D and C, although the said tenants have always retained possession of said lands. On the other hand, said Primrose pretends that the title to said lands, and much more, in the State of Kentucky, was in the said William F. Taylor at the time of his death, and that it was the duty of the said Samuel Savage to have secured the same to the estate, but that through the negligence of Savage the same were lost, &c.; all of which pretences this defendant charges to be false and untrue, and only a mere pretext used by said Primrose and said tenants to cheat and defraud the estate of said Samuel Savage.

This defendant further answering says, that he is ignorant of the value of the said one thousand and fifty-nine acres of land either at the time it was sold or now, nor does he know the quantity of land embraced in the deeds marked C and D, but he expressly denies that any title or estate whatever passed by said deeds of Samuel Savage; on the contrary, said supposed sales were merely void.

This defendant further answering says, that he is utterly and wholly ignorant, as before stated, of any land, or claim to lands, ever set up by the said William F. Taylor, except the claim to the four or five thousand acres before mentioned, and that it is utterly untrue that the amount of thirty thousand, or any such number of acres, was ever secured by judgments at law, in favor of said William F. Taylor, in the State of Kentucky; and this defendant verily believes, and so states, that no such claim or judgments ever existed; and if there were any such lands, judgments, or claims to lands, the said Samuel Savage remained utterly and wholly ignorant thereof during his lifetime; nor is it true that the said Samuel Savage was guilty of any neglect or breach of duty in regard to said pretended claim for lands, nor does this defendant believe that any such lands were ever lost to the estate of William F. Taylor.

Further answering as to the allegation in said bill that said pretended agent, William Primrose, called on said Samuel Savage shortly before his death, and asked him if any thing had been done with the lands in Kentucky, this respondent says it is true; but as to his fraudulently, and with a view to deceive him, and to keep said legatees in ignorance of their rights, withholding information, &c., he says that it is wholly false; but, on the contrary thereof, he gave him a full detail of every thing he knew and every thing he had done in relation to said lands, and the said Samuel Savage entreated the said Primrose, if he was not

satisfied with his conduct in relation to said estate, and wished to sue at all, to do so in his lifetime, so that he might defend it.

This defendant further answering says, if it shall become material for his defence will, in regard to the said lands and claims to lands in the State of Kentucky, and every charge pertaining thereto, in bar of all relief, in addition to what has already been stated, rely upon the statute of limitations and lapse of time. This defendant says that it is true that the said Samuel Savage, in the month of November, 1837, departed this life in the county of Lauderdale, and State of Alabama, where he was domiciled; that he made a will that was duly proved in the court of said county, and that defendant is executor of said will, and is a citizen of the State of Alabama, residing in the northern district.

And the said defendant further answering says, that the said William F. Taylor having died in the State of South Carolina, and the said Samuel Savage having qualified as one of his executors in said State, can only be sued and compelled to come to account or made to answer for any thing touching the makers of said estate of said William F. Taylor in the courts of the State of South Carolina, and that no foreign jurisdiction, and especially the said district court of the United States for the northern district of Alabama, has power or authority to entertain suits against this defendant, as the executor of the said Samuel Savage, touching the matters of the estate of said William F. Taylor; and the defendant, in addition to what has already been urged, pleads that the said district court of the United States for the said northern district of Alabama, has no jurisdiction to decree upon the matters set forth in complainant's bill, and that the same shall be dismissed. And this defendant not admitting any fact, not heretofore expressly answered in said bill, prays to be hence dismissed with his proper costs in this behalf expended.

ARCH. WRIGHT,
EDMUND DELLAHUNTY,
JAS. IRVIN, and
SAMUEL W. PROBASCO,
Solicitors for Defendant.

THE UNITED STATES OF AMERICA,
Northern District of Alabama.

Before me, Benjamin T. Moore, clerk of the district court of the United States for the district aforesaid, this day personally appeared George M. Savage, executor of the last will and testament of Samuel Savage, deceased, and made oath that the statements contained in the foregoing answer of his own knowledge are true, and those stated on the information of others he believes to be true.

GEORGE M. SAVAGE.

Subscribed and sworn before me, this 25th day of March, 1839.

B. T. MOORE, *Clerk, &c.*

(Endorsed)—" Filed 25th March, 1839.

B. T. MOORE, *Clerk.*"

Exhibit L.—(*Exhibit L.*)

A true inventory of the goods belonging to the estate of William Forbes Taylor, deceased, appraised on the 30th day of September, 1811, by Stephen Garrett, Benjamin Hightower, Alex. Stewart, and John Gray, jr.

28	head of sheep, *a* $2	$ 56 00
53	head of cattle, " 6	318 00
1	yoke of black and white steers	50 00
1	do. of brown do.	60 00
1	old yoke do.	10 00
80	head of hogs	160 00
1	sorrel horse	80 00
1	do. mare	100 00
1	bay horse	40 00
1	do. do.	70 00
1	sorrel horse	30 00
1	bay do.	5 00
8	mules, *a* $75	600 00
1	40-saw gin	60 00
1	old saw do.	5 00
1	crow-bar and spade	1 00
1	pair steelyards	5 00
1	still, containing 68 gallons, *a* $1 25	85 00
1	waggon	75 00
1	do. and hind gear	100 00
1	riding carriage and plated harness	250 00
20	moby stands, *a* $1	20 00
1	dark brown horse	40 00
1	black horse	25 00
1	yoke of oxen	30 00
1	ox cart	10 00
1	lot of ploughs	16 00
1	do. carpenter's tools	20 00
5	reap hooks, 50c.; 12 weeding hoes and 7 grubbing hoes, $10	10 50
6	old axes and 3 iron wedges	6 75
10	pair iron traces	15 00
3	lock chains	5 00
1	small grindstone, 75c.; 1 large do. $4	4 75
3	scythes and cradles, *a* $2	6 00
1	cutting box	5 00
2	weeding hoes, 1 mattock, and two axes	5 00
10	bee hives, *a* $2	20 00
1	wheelbarrow, $1; 1 rake, spade, and garden hoe, $1 50	2 50
1	horse-cart and gear	10 00

EXHIBIT L.—Continued.

1	lot rope	$12 50
1	lot iron, $30; 150 lbs. steel, $30	60 00
2	pair steelyards and scale beam	15 00
1	large jackscrew, $10; 2 pieces cotton bagging, $35	45 00
4	shear moulds, 2 broad axes, &c.	8 00
1	fishing seine	15 00
1	trunk twine, $18; 1 brass riddle, $1 25	19 25
1	hhd. salt, $10; 8 doz. bottles and 4 jugs, $7	17 00
4	kegs of tobacco, $20; 1 lot jugs of honey, 30	50 00
3	funnels and 3 measures	3 00
200	gallons brandy and barrels, *a* 62½c.	125 00
10	do. whiskey, *a* 50c.	5 00
1	cask with Madeira wine	15 00
1	box old iron, &c., $4; 2 casks lime, $8	12 00
1	lot of wool, $6; 1 lot of iron, $3	9 00
1	saddle and bridle, $30; 1 lot kitchen furniture, $18	48 00
13	Windsor chairs and 1 sophia	22 00
1	pair round tables, 18; 1 do. do., $35	53 00
1	pine table, $1; 1 arm chair, $15; 1 easy ditto, $6	22 00
1	bedstead, mattress, and furniture, 35; 1 do. do., $18	53 00
1	do. and stead, $15; 1 small do., $10; 2 beds, $20	45 00
1	bathing tub, $5; 1 lot blankets, $18	23 00
1	lot counterpins, $8; 4 pr. sheets, $12	20 00
1	pr. looking-glasses, $20; 1 thermometer, 15	35 00
16	pictures, $16; 1 lot glassware, $15	31 00
1	lot china ware and tea tray, $6	6 00
1	sideboard, $40; 1 case and bottles, $3	43 00
1	lot knives and forks, dishes and plates, &c.	5 00
1	iron chest, $20; 1 shovel, tongs, and fire dogs, $12	32 00
4	candlesticks, snuffers and trays, $3; 1 brace brass pistols, $30	33 00
1	brace iron pistols, with holsters	20 00
1	walnut desk, $15	15 00
1	secretary desk, $15; 1 spy glass, $12	27 00
2	pair saddlebags, $4; 3 trunks, $7	11 00
2	guns, $30; 1 hammock, $5; 1 set money scales, $8	43 00
1	set books, $80; backgammon box, $1	81 00
1	bed pan, $2; 1 lot axes, grubbing hoes, &c.. $20	22 00
1	old still, containing 60 gallons	70 00
1	grindstone, $5; 1 ditto, $3	8 00
35	head of hogs, *a* $2	70 00
21	stacks fodder, *a* 4 50	94 50
8	new axes, *a* $1 50, $12; set blacksmith tools, $75	87 00
2000	feet sawn lumber, $20; 40 bales cotton, $960	980 00
6	kegs of tobacco	30 00
18	head of goats	18 00

EXHIBIT L.—Continued.

1	negro fellow, Charles, $350; 1 do., Bartlett, $400 -	$750 00
1	do. Jim, $300; 1 do., Cuff, $500; 1 do., Davy, $300 - - - -	1,100 00
1	do. Holloway, $500; 1 do., Pallet, $450; 1 Jack, $400 - - - -	1,350 00
1	do. Sam, $270; 1 do., Nelson, $300; 1 do., Romer, $300 - - - -	870 00
1	do. Dick Hall, (runaway) - - -	200 00
1	do. Bill, $300; 1 do. Abner, $300 - -	600 00
1	do. Marcus, $350; 1 girl, Rhina, $275 -	625 00
1	girl, Terisa, $350; 1 do., Rachel, 350 - -	700 00
1	negro fellow, Gabe, $400; 1 do., Charles, $600 -	1,000 00
1	do. Limas, $375; 1 do., Tom Thompson, $400 - - - -	775 00
1	wench, Amy, $200; 1 girl, Betty, and her 2 children, Sam and Eliza, $600 - -	800 00
1	girl, Linda, and 4 children, Tom, Lucy, Mariah, and George - - - -	1,000 00
1	boy, John - - - - - -	300 00
1	pair truck wheels - - - - -	8 00
1	silver watch, $25; ½ doz. silver spoons and tongs, $6 -	31 00

We do certify that the within [?] goods and chattels shown to us by Samuel Savage and Duncan Matheson, is a true and perfect inventory and appraisement of the estate of William F. Taylor, deceased.

Given under our hand the day and date above.

STEPHEN GARRETT,
B. HIGHTOWER,
A. STEWART,
J. GRAY, Jr.

A true and perfect inventory of all the residue of the goods and chattels belonging to the estate of William F. Taylor, deceased, as shown us by the executors. Appraised on Saturday, the 18th of January, 1812.

350	bushels of corn, *a* 43¾ - - - -	$153 12½
27	bales cotton, 8100 *a* $7 - - - -	567 00
3	barrels shad, *a* $12 - - - - -	36 00
7	do. flour, *a* $6 - - - - -	42 00
1	pair pistols, *a* $10 - - - - -	10 00
		$808 12½

B. HIGHTOWER,
A. STEWART,
J. GRAY, Jr.
Appraisers.

(*Exhibit M.*)—Exhibit M.

Sale bill.

2 tracts land 781 acres	$1 62½	E. Morgan, Amos Dubose	$1269 13
1 do do 290 do	87	Benjamin Grumbles	252 30
1 do do 224 do	56¼	William Morgan	126 00
1 do do 338 do	4 25	William Olds	1436 50
1 do do 193 do	5 01	William Hall	966 93
1 lot called Rowan's	35 00	Peter Robertson	35 00
1 tract land 124	33	John Delaughter	40 92
Houses and lots in Campbelltown	500 00	Mason Garrett	
	313 00	Resold to Geo. Pearson	313 00
4 days fishing at Stephen's ck.		Christian Breithampt	780 00
½ the Cow shoal fishery		James Jones	79 00
Taylor's fishery		George Adams	73 00
27 sheep	3 34	James Gardner	90 18
1 sorrel horse	71 00	William Jackson	71 00
1 riding do	40 00	Duncan Mathison	40 00
1 horse Buck	44 00	John Glascock	44 00
1 do Pocket	67 00	William Olds	67 00
1 do Rock	25 00	P. Prince, Reuben Cloud	25 00
1 do Grumble sorrel	28 00	Tho. Ga. Watkins	
Resold *a*	22 75	Samuel Savage	22 75
Negro boy Bill		Benjamin Hightower	520 00
Do do Abner		Benjamin C. Yancy	390 00
Do do Marcus		James Day	363 00
Do man Charles and tools		Thomas McKie	1220 00
Do girl Rhina		Sampson Butler	412 00
Do man Tom and wife Cresy	811 00	Leroy Hammond, Jr.	766 00
Resold	766 00	Isaac Laroche	
Negro boy Limas		Felix McKinne	450 00
Negro man Gabe		Benjamin M. Runnels	700 00
Do woman Amy		Jno. Wooten, per A. Richardson	331 00
Do boy John		Musco Livingston	436 00
A lot axes		E. Murphy	16 50
A Grindstone		Frederick Hill	8 00
Lot small do., 2 spades, &c.		Wm. Thomas	5 00
Do axes, hoes, &c. &c.		Wm. Garrett	14 25
Do sundries		Henry Milling	2 00
Do scythe and cradles		Wm. Garrett	5 75
Do 11 axes and hoe		John Terry	16 00
Do 4 ploughs		Thomas Key	4 25

EXHIBIT M.—Continued.

Lot 2 ploughs and coulter		Wm. Garrett	$7 00
large beam		Allen Addison	3 00
One wheelbarrow		Charles Hammond	1 00
One ⋈-cut saw		Alexander Stewart	6 25
Lot of 4 ploughs		William Garrett	6 75
Lot of 4 do		Do do	4 25
One jack screw		Robert Fraser	5 00
1 pr. cart wheels		E. Doolittle	7 00
Grubbing hoe, axes, &c.		Cash, R. C.	2 00
Gradele rake, hoes, &c.		Wm. Garrett	11 00
Lot waggon gear		Do do	6 00
A truck cart		John Gray, jr.	11 25
An empty puncheon		George Hancock	2 50
A barrel with lime	3 12½	Covington Hardy	3 12
One do shad		James Moseley	12 50
One do do		Isaac Randolph	11 00
One seine twine		Felix McKinne	20 00
2 barrels flour		Leroy Hammond, jr.	14 00
2 do do		Isaac Randolph	13 50
2 do do		Do do	13 50
1 do do		John Gray, jr.	7 25
225 lbs. iron *a*	8	Isaac Randolph	18 00
4 shear moulds		John Grumbles	4 88
95 lbs. German steel *a*	27	Briton Mims	25 65
120 lbs. do do	30⅝	Isaac Randolph	36 60
54 lbs. blistered do	13¼	Wm. Garrett	7 15
1 keg tobacco		Austin Bunch	8 00
1 do do		Henry Tate	3 37
1 do do		Benjamin Davis	4 25
1 do do		George Hancock	3 50
1 do do		William Hardin	3 00
A lot rope		John Gray, sen'r	13 00
16 yds. bagging		Do do	6 40
49 lbs. twine		Felix McKinne	19 60
A lot sundries		George Hancock	2 25
1 wire sieve		John Gray, sen'r	1 25
1 lot rye, &c.		Wm. Garrett	56
1 keg barley		Duncan Mathison	31
1 lot jugs		Robert Hardy	2 75
1 chest tools, &c.		Thomas Webster	20 75
1 saddle and bridle		Wm. W. Williams	30 25
16 doz. quart bottles *a*	60 doz.	Allen Addison	9 60
30 gallons brandy *a*	90	Allen Addison	27 00
7 do do	100	Leroy Hammond	7 00
27 do do	100	William *Monter*	27 00
30 do do	103	Cook, blk. man	30 90

EXHIBIT M.—Continued.

30 gallons brandy	1 06	*Isaacs* Randolph	$31 80
1 large barrel rye		Robert Hardy	1 56
2 casks lime in a lot		Wm. Garrett	7 00
5 bushels salt *a*	1 00	Wm. W. Williams	5 00
1 large pr. steelyards		Samuel Savage	6 25
1 small do		Do do	3 25
(George Ad.) pr. small			
do do		George Adams	1 75
1 pr. do		Wm. Williams	2 00
1 pr. do		Leroy Hammonds, sr.	75
1 lot measur'g funnel, &c.		William Quarles	2 00
1 jug honey		W. W. Williams	2 31¼
1 jug honey		John Gray, jun'r	3 75
1 do do		Wm. Ross	3 75
1 do do		James Adams	2 00
1 do do		Michael Shannon	2 50
1 do do		William Morgan	2 75
1 do do		George Adams	69
1 demijohn do		Patrick McDonall	7 00
1 do do		Duncan Mathisson	5 25
1 lot of 3 jars		Cash to J. Savange	1 94
68 pounds of wool	61	George Hancock	27 88
1 lot ear bells, book, axe, &c.		William Morgan	3 13
1 cask vinegar		Wm. Garrett	3 50
1 lot leather, &c., &c.	1 94	Geo. Adams 1 00 Wm. Morgan 94	1 94
1 do 3 empty barrels		James Adams	1 62
1 do do do		Wm. Morgan	1 19
1 pr. sad irons		John Gray, jun.	81
1 lot of five reap hooks		Livingston Garden	1 00
1 do 3 bee hives		William Harden	5 50
1 do 3 do		Amos Dubose	2 25
1 do 4 do		Do do	5 94
1 do bee gums		Do do	1 00
1 do lumber		Do do	3 75
1 do 20 mobby stands		A. Stewart	5 38
1 do 2,300 ft. lumber		William Hall	9 00
200 do do bs. corn	66	L. L. Hammond	132 00
150 bushels corn	66	Leroy Hammond	99 00
27 bales co. 8,551 lbs. cotton	10	Isaac Randolph	855 00
1 easy chair		Robert McCombs	30 50
1 bedstead and furniture		James Punten	38 50
1 do and do		Lewis Calfrey	40 00

EXHIBIT M.—Continued.

1 bedstead and furniture	George Adams	$79 00
1 do and do	Cook, a black man	40 00
1 bathing tub	Reuben Reed	8 00
1 secretary	Patrick McDonall	30 00
1 hammock	Simon Chineng	5 00
1 doz. chairs	Barksdale Gardner	24 25
1 lot window curtains	George Adams	14 00
1 settee	Wm. Morgan	6 00
1 set mahogany tables	Wm. Quarles	45 50
1 round do do	George Adams	9 75
1 do do do	Do do	7 00
1 lot bedstead paints, &c.	George Pearson	3 00
1 pr. tables	Do do	75
1 marion case	James Adams	5 00
1 spy glass	Duncan Mathison	11 00
1 lot likenesses and frames, 16	Wm. Garrett	30 00
1 pr. oval looking glasses	Charles Hammond	12 25
1 thermometer	Wm. Garrett	9 25
1 pr. candle shades	Lewis Calfrey	15 50
1 set dishes, plates, &c.	Benj'n Hightower and E. Richardson	4 00
1 do knives, forks, &c.	John Gray, jun.	5 00
1 do candlesticks	Jeremiah Russey	4 00
1 do china and tea tray	Sam'l Savage	9 00
1 looking glass	Cash to S. Savage	1 50
1 close box	R. McCombs	9 50
1 warming pan	Do do	2 25
1 pr. pists. bayonets	Wm. Ross	25 00
1 pr. do	John Gray, sen.	15 75
1 do and holsters	Stephen Garrett	24 25
1 double barrel gun	Duncan Matheson	31 00
1 single do do	George Pearson	6 50
1 backgammon table	Duncan Matheson	2 06
1 wine cooler, spitting pan, &c.	John Gray, sen'r	2 00
Law of Executor's Wil.	Cash to J. G., jr.	1 50
Encyclopedia 36	Patrick McDonall	46 00
Domestic do	William Garrett	16 00
Blair's Serms.	Joshua Key	4 25
Scottish Chieves	William Garrett	2 00
Baron Dtrt.	Do do	1 50
Varrel's Husbandry	George Pearson	2 31
Henry Fielding	William Garrett	5 75
Perregrine Pickle	John Tarrance	3 50

EXHIBIT M.—Continued.

Humphrey Clinker	William Garrett	$1 25
Adams' Defence	Lewis Hammond	2 00
Don Quixot, 3 vols.	F. McKinn p. R. Campbell	2 25
History of Man	Jeremiah Russy	4 00
Military Dictionary	George Pearson	1 31
Medical Companion	Amos Dubose	8 00
Medical Companion	A. Edmonds	2 25
Pindar's work	John Torrance	2 50
One volume	Cash J. G., jr.	1 75
Trader's Guide	William Garrett	31
Peter Porcupine	George Pearson	63
Staunter's Embassy	Henry Tate	2 62
History of Ireland	William Garrett	1 25
Barkley's Apology	George Pearson	1 00
Tradesman's Dictionary	Do do	56
Mair's Book-keeping	Simon Clements	1 06
Read's Digest	A. Edmonds	56
Dunkevaler's Gibraltar	Cash to J. G., jr.	1 50
A large book	Jeremiah Russy	2 00
1 lot 3 small books	L. L. Hammond	1 75
Jones' Book-keeping	Joshua Key	50
System of Agriculture	John Gray, sen'r	50
A lot of 3 books	Garrett William	3 00
Do do	Duncan Matheson	2 00
Do do	Joshua Key	1 00
Do do	William Garrett	62
1 dictionary	Allen Addison	56
Map of the U. S. A.	William Garrett	5 25
1 pr. fire dogs, shovel and tongs	George Pearson	10 25
1 do do bannister chamber-pot	Enos Howard	1 25
1 lot castors	Wm. Garrett	5 25
1 lot glass ware	A. Edmonds	3 62
1 trunk medicine	Cash to J. G., jr.	1 58
1 map of U. S. A.	George Pearson	56
1 sett money scales	Richard Quarles	2 25
1 mahogany sideboard	John Curry	35 75
1 pr. saddle bags	Barksdale *Garolur*	4 81
1 do do	John Curry	2 00
1 iron chest	Duncan Matherson	50 00
1 bear skin	Wm. Ross	3 75
1 desk with drawers	J. Partee	18 19
1 table	Robert Hardy	1 69

EXHIBIT M.—Continued.

Kitchen furniture		John Gray, sen.	$29 00
1 spinning wheel		Benj'n Floyd	2 37½
1 do do cards		Cash to J. G., jr.	1 56
1 trunk		Wm. Ross	3 00
1 silver watch		Samuel Savage	25 50
1 tray, way flints, &c.		Enos Howard	1 94
149 lbs iron *a*	8	Britons Mims	11 92
10½ bus. peas *a*	75	Wm. Hall paid J. G , jr., $4	7 88
3 do do	75	John Gray, jun.	2 25
7 old chairs		James Jones	4 06
1 lot iron mongery		Enos Howard	3 81
1 pr. money scales		Sam'l Savage	4 50
1 lot sheets, &c.		John Bartee	2 50
Oil cloth		George Pearson	1 10
1 lot phials, &c.		Cash to J. G., jr.	62
Chamber pots, &c.		L. L. Hammond	81
114 gallons brandy		Thomas S. Oliver	114 00
1 half bushel		Wm. Ross	1 13
1 cask with Madr. wine		E. Howard	8 00
1 lot straw		Duncan Matherson	1 00
And fodder	950 m	George Livingston	
2 iron wedges		Cash to R. C.	1 12½
3 bales cotton, 449 lbs., *a*	10	Isaac Randolph	94 90
1 keg of tobacco † 211, 121 *a*	c4	Patrick Mc. Donall	4 84
1 do do † 136, 139 *a*	7	A. B. Addison	9 73
1 do do 81 lbs.	6½	Livingston	5 26
1 do do † 56, 136	6¼	A. B. Addison	8 50
1 do do 180, 135	7¼	Do do	9 79
1 large beam scales and weights		Joseph Hutchinson	27 00
40 bales 13,706 lbs. cotton *a*	10	Patrick McDonall and J. Hutchinson	1370 60
1 lot jugs and phials, &c.	68¾	Cash to S. Savage	69
Half barrel fish		Stephen Garrett	5 60
		Total amount is	$24011 46

The above is a correct statement of the sales made by us the 20th, 21st, 22nd, 23rd, and 24th January, 1812, as the property of William Forbes Taylor, dec'd, of Edgefield, S. C.

SAM'L SAVAGE,
PATRICK McDOWELL,
WM. ROSS,
DUNCAN MATHESON.

Exhibit O.—(*Exhibit O.*)

List of notes and accounts belonging to the estate of William F. Taylor, deceased.

DATE.	NAMES.	AMOUNT.	WHEN DUE.
1811, Jan'y 17th	Hunter and Hampton	$110 00	1 Jan'y, 1812.
1809, Decem. 9th	Jeremiah Hatcher	15 00	Due in costs.
1810, Oct. 10	Isaac Randolph	75 20	10 April, 1811.
1 Nov. 1810	William Morgan	67 00	On demand.
24 Feb'y, 1810	Do do	78 04	27 Feb'y, 1810.
6 Jan'y, 1810	John Hammond	30 00	6 Jan'y, 1811.
22 Nov., 1810	James Ross	50 00	22 Nov. 1811.
	Peter Robertson, note & act.	31 68¾	
20 July, 1810	W. W. Williams	30 00	1 Sept., 1810.
21 Decem., 1805	John Gorman, (dispute)	20 00	21 Decem., 1806.
22 March, 1811	William Garnett	250 00	22 March, 1812.
30 July, 1810	C. H. Thorn	8 32	On demand.
31 May, 1809	D. & S. Oliver	550 00	1 Jan'y, 1811.
12 April, 1810	E. & John Middleton	100 00	25 Decem., 1810.
14 Jan'y, 1811	Thomas Marbury, jun'r	110 00	1 January.
10 Feb'y, 1810	Benjm. Sell	12 00	10 March, 1810.
17 Oct., 1810	Nelson P. Jones, (dispute)	100 00	1 Jan'y, 1812.
1 Feb., 1811	James Livingston, (dis.)	88 68¾	4 Feb'ry, 1811.
	Jesse Barter	1 12½	
2 Sept., 1809	Thos. H. Houle	19 16	1 Jan'y, 1810.
8 March, 1811	Henry Davis	28 00	1 Jan'y, 1812.
16 April, 1811	James M. Scott	48 00	March court, 1812.
6 April, 1811	Daniel Day	28 00	25 Decem., 1811.
	Amassea Baugh	11 50	
	Jesse Barter	14 00	
4 Sept., 1809	Allen Robinson	14 19	Due in 3 days.
27 June, 1810	Thomas Huron	10 83⅓	1 Jan'y, 1811.
16 November, 1810	Wm. Pond	25 00	16 Nov., 1811.
10 March, 1811	Robert Livingston	10 00	Due in 4 days.
	Alex. Stewart's notes & acts.	315 00	
	Wm. Garrett's note & int. pd.	42 66	
20 May, 1809	J. Gray, jun. & J. Gray, sen.	95 00	1 Jan'y, 1810.
10 May, 1803	Stephen Smith, (dispute)	28 18¾	1 Nov., 1803.
21 May, 1810	Stephen Garrett	128 33⅓	1 day after date.
	David Barnett, paid	50 00	
	E. B. Holliway	2 15	
	John Martin, jun'r	2 50	
28 March, 1810	Walter Abney, Wm. Abney, and others.	190 00	3 days after date.
1 Jan'y, 1811	Isham Ronar	31 69	3 days after date.
12 Sept., 1805	A. Gourley (dispute)	120 00	On demand.
24 Decem., 1810	Peterson & Swillivan	50 00	12 mo. after date.
5 Feb., 1811	Sam. Savage, paid	445 00	6 mo. *in* 10 days.
25 Sep., 1810	Le Roy Hammond	180 00	1 Jan., 1811.
30 Jan., 1808	Donal Fraiser	62 46	1 Jan., 1809.
30 Aug., 1806	Hannah Huror	390 95	In 6 months.
19 Feb., 1811	Thomas Webster	20 00	Jan., 1812.
5 March, 1811	Ditto ditto	44 56¼	Int. from date.
22 Jan., 1811	Ditto ditto	70 00	" from date.
	Isham Rosur	3 00	
	Engue Braunar, (accept.)	18 00	
	Thomas Webster	24 37	
	John Talbert	18 00	
	George Parker, acc'pt.	72 00	
	Robert Key, acc'pt.	12 75	
	John C. Mason, acc'pt.	44 06½	
	James Moseley, acc'pt.	18 00	

EXHIBIT O.—Continued.

	AMOUNT.	
Received out of the iron chest of estate - -	$206 00	
Received from Jacob Danford - - -	7 00	
Grindstone sold at the sale of said estate, received in cash at the sale - - - - - -	2 25	
William F. Taylor vs. John C. Mayson & James Gowdy. } On execution in the sheriff's office in this case, dated the 1st day of February, 1807, as per sheriff's execution book -	3,335 31	
William F. Taylor vs. Charles Martin. } John C. Mayson, p'd Taylor	160 00	
Ditto ditto p'd ditto	900 00	
Execution—say balance of debt and interest -	$1,060 00	
William F. Taylor vs. Rebecca Willison. } Debt, int., and cost, lost -	46 94	
The above cases taken from the sheriff.		
William Shinbolster, note, date 7th Sept., 1809, payable in 2 days - - - - - -	57 36	
Toliver Bostick, dated 31st January, 1810, 3 days, balance - - - - - - -	33 43	
Toliver Bostick, 18 June, 1810 - - -	53 47¾	
S. W. Whitworth and Toliver Bostick, 1 Jan'y, 1811 - - - - - - -	15 00	
Those four notes taken from a memorandum of William Nebbs, esq.		

$4,463 42½	$2,249 74¼
2,551 06	2,213 68¼
$7,014 48½	$4,463 42½

SAM. SAVAGE,
One of the executors of the estate of W. F. Taylor.

Exhibit P.—(*Exhibit P.*)

Returns of receipts for notes, &c., belonging to the estate of Wm. F. Taylor, esq., deceased, now in the hands of Wm. Ross, one of the executors of said estate —Augusta, February, 1812.

Receipt, John Cashin, 3d January, 1810, for Charles Wheeler's receipt, for a note of John H. Lowes, due the 11th April, 1806, for - - - - -	$18 49	
Also a note of hand of said Wheeler's, payable the 25th December, 1808, for $15 - - - -	15	33 49
Receipt, Patrick M. Dowall, 29 Oct., 1810, for Benjamin Maurice's note, dated 15th August, 1810, payable 90 days after date, for - - - - -	811 15	

502

EXHIBIT P.—Continued.

Received from Patrick M. Dowall, by Wm. F. Taylor, November 23, 1810	$800 11 15
Received, Duncan Matheson, for four kegs manufactured tob., 357 lbs.	20
Ditto for Hill & Allen's debt, balance due.	
Receipt, Patrick M. Dowell, 23d August, 1810, for two kegs manufactured tob., for which he is to be accountable.	
A certificate for twenty-five shares in the Augusta bank, upon which seventy dollars has been paid, No. 68, dated the 1st February, 1811	1,780 00
N. B.—No value being paid to the tobacco for which Mr. Matheson and Mr. M. Dowell have granted receipt, it is not extended in this account.	
Carried forward,	1,814 64

EXHIBIT P—Continued.

Returns of notes and bonds belonging to the estate of Wm. F. Taylor, esq., deceased, in the hands of Wm. Ross, one of the executors of said estate, on the 1st February, 1812.

Amount bro't forward,	$1,814 64
John B. Barnes, 2 notes	301 00
Hugh Futterton's note	50 00
James Butts' note, bad	7 00
Jamieson, Andrews' note, bad	80 15
Thomas Cox's note, bad	28 00
Patrick M. Dowall's note	25 82½
James Chron's note, doubtful	750 00
Lewis Calffrey's note	158 00
John Cattlet and William Micow	750 00
Dreadzeal Pace's note	631 00
John Stewart's note, bad	68 50
Duncan Matheson	304 00
George Adams & D. Matheson's receipt for the same, 18 Nov., 1810	190 00
Henry F. Harris & Thomas Watkins	440 00
William N. Bugg's note	175 00
Doctor M. Fendall, doubtful	200 00
James Hunter	388 81½
Robert Lamar, 2 notes	19 98½
Bonds.	
Thomas Gardner, B. M. Renne, & Sam. Burnett	1,558 00
James Gardner & M. Binne, &c.	1,055 18

EXHIBIT P.—Continued.

Felix & John M. Kinne	$807 85
Joseph Hutchinson & John Howard	1,397 60
Isaac L. Roche & Thomas Olivers	766 00
Thomas S. Olivers & Isaac La Roche	114 00
George Adams & Lewis Calffrey	113 19
George Adams & John Eashin	73 00
Lewis Calffrey & George Adams	330 00
William P. Jackson & William Samuel	71 00
George Allen & Sam. Lawthor	93 00
George Walker & George Walton	88 00
	$6,466 82
Carried forward,	$12,848 73¼

EXHIBIT P—Continued.

Return of open accounts belonging to the estate of Wm. F. Taylor, esq., deceased, in the hands of Wm. Ross, one of the executors of said estate, with 1st February, 1812.

Persons' names.	Amount.	Persons' names.	Amount.
Am't bro't forward	$12,848 73½	Am't bro't forward	$13,439 45½
Mary Robertson	2 68¾	Cader Curry	8 37½
William Morgan	10 10	Robert Livingston	7 00
John Temples, jr.	2 37½	Ezekiel Clemence	8 50
Charnell Thorn	2 00	Joseph Henderson	102 62½
William Hilliard	5 25	Jeremiah Fraser	2 00
Michael Vessels	5 50	Wm. Mountcastle	18 00
Benjamin Grumbles	7 08	Alexander Stewart	8 75
Hightower Davis	2 87½	William Pond	7 00
Tarleton Cameron	3 75	Mathew Dalton	13 06¼
William Hardin	5 25	Douglass Huff	50
David Bunch	8 62½	Isham Bozar	3 95
Abraham Pearce	4 25	John Hammond	6 31½
Hezekiah Abbot	1 12½	Isham Jones	2 12½
Richard Currington	2 37½	Moses Pearce	1 87½
Joshua Thorn	1 00	Jesse Bartee	2 37½
John Temples	25	Floyd Jarvis, bad	7 12½
Micajah Phillips	2 00	Leroy Hammond, jr.	1 25
George Adams	523 98	Henry Davis	5 25
John Bartee	25	William Hall	12½
Carried forward	$13,439 45½		$13,645 65

WM. ROSS.

GEORGIA, *Richmond county:*

Sworn to before me. ISAAC HERBERT, *J. P.*

SOUTH CAROLINA, *Edgefield district:*

I do hereby certify that the foregoing instruments of writing contain a true copy of the original inventory's sale bill, and a list of bonds, notes, and accounts, belonging to the estate of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal (there being no seal of office) this 14th day [of] January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

THE STATE OF SOUTH CAROLINA:

By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid:

To all to whom these presents shall come: Know ye, that Oliver Towles, esquire, whose seal and signature appears on the eighteenth page of the six sheets of paper hereunto attached, is the judge of the court of Ordinary in and for the district of Edgefield, in the State aforesaid, commissioned by letter patent under the great seal of the State, that his certificate is in due form, and by the proper officer. Therefore, all due faith, credit, and authority, is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State, in the town of Columbia, the nine-
[L. S.] teenth day of January, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

By the Governor: PATRICK NOBLE.
B. H. SAXON, *Secretary of State.*

(*Exhibit N.*)—Exhibit N.

DR. *The estate of William F. Taylor, deceased, in account with Samuel Savage, executor.* CR.

1811.			
Aug. 22nd	V	To cash paid—my expenses with Capt. Taylor's boy going to Edgefield -	$3 37½
Sept. 27th		To cash paid—my expenses going down to have the property appraised -	5 50
Oct. 3rd	V	To cash paid E. Bacon - -	1 00
1812.			
Jan. 17th		" cash paid—my expenses going down to the sale; gone 14 days - -	12 00
April 1st	V	" ditto paid Isaac Randolph my expenses at spring term, 1812 - -	5 25
"		" ditto my expenses going and returning - - - - -	1 75
Mar. 31st	V	" ditto paid printer for advertising sale	47 12½
"	V	" ditto paid taxes for year 1811 -	15 43¾

EXHIBIT N.—Continued.

1811.			
March 30	V	To cash paid Thomas Webster -	$26 50
"	V	" ditto paid ditto his part of the crop of cotton made 1811 - - -	96 70
July 6th		" ditto paid my expenses to Augusta on business of the estate - -	8 00
2	V	" ditto paid for blank mortgages -	1 50
		E. excepted. SAM. SAVAGE, *Ex'or.*	$224 13¾
Aug. 26th		By cash rec'd of the estate - -	$206 00
Oct. 3d -		" ditto rec'd of E. Branon - -	5 00
" 30 -		" " " " J. Randolph - -	15 00
1812.			
Jan'ry 21st		" " " of Wm. Garrett - -	42 66
" "		" " " of David Barnett - -	50 00
" "		" " " " James Moseley -	18 00
" 24th		" " " " Thomas H. Howle -	5 00
Mar. 30th		" " " " Thomas Webster -	123 20
" "		" " " Allen Robertson - -	5 00
" "		" " " Alexander Stewart -	20 00
" "		" " " Stephen Garrett - -	145 67
" "		" " " John Swillivan - -	30 00
" "		" " " John Hammond - -	30 00
" 31		" " " Wm. Garrett - -	100 00
" "		" " " D. & S. Oliver's note -	200 00
Ap'l 1st -		" " " Benj'n Hightower, esq., in part of note put in his hands to collect	20 00
July 3d -		By cash rec'd of Wm. Haw, the first payment of his land - - - -	322 31
		By cash rec'd of ditto ditto, his note due *due* next January - - -	11 00
" 25th		Rec'd of Thomas Cobb, on account of an execution Wm. F. Taylor vs. Chas. Martin	387 00
Jan'ry 1st		Rec'd of the estate of Donall Frazer, dec'd	26 65
			1,762 49
		Deduct am't brought from other side -	224 13¾
		To my comm's on $224 13¾, paid away *a* 2½ pr. ct. - - - $5 50	1,538 35¼
		To my comm's on $1,762 49, money collected - - - 44 06	49 56
1812.			$1,488 79¼
Aug'st 3rd		Cash pd. Wm. Nibbs, esq., as pr. receipt -	2 25
		Due the estate -	$1,486 54¼

The within exam'd and sworn to the 22 day of August, 1812, and find vouchers for every item noted with the letter V near the left-hand margin.

JNO. SIMKINS, *O. E. D.*
SAML. SAVAGE, *Executor.*

SOUTH CAROLINA, *Edgefield District:*

I do hereby certify that the foregoing instrument of writing contains a true copy of the original account current of Sam'l Savage, ex'or of the estate of William F. Taylor, dec'd, now of record in my office.

Given under my hand and private seal (there being no seal of office) this 14th day [of] January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.)—This account current rec'd in the ordinary's office, on the oath of Sam'l Savage, ex'or, the 22nd day of August, 1812.

JNO. SIMKINS, *O. E. D.*

Dr. *The estate of William F. Taylor, dec'd, in account current with Samuel Savage, ex'or.* CR.

1812.			
Aug. 22nd	V	To cash paid Jno. Simkins - -	$5 37½
		My expenses going to Edgefield to return my 1st account - -	3 25
Dec'r 14th		To my services, and finding my own horses, a journey to Kentucky on business of the estate, where the estate has thirty-four law suits depending for 4,400 acres land - -	300 00
		To my expenses going to Kentucky and back on business of the estate, as per	
1813.		bill, absent 40 days - - -	117 43¾
Feb'ry 8th	V	To cash paid James Wardlow, as pr. rec'pt - - - -	15 09
		" ditto paid my expences to Edgefield and Augusta on the estate's business	10 00
March 3rd		To cash paid my expences to Edgefield court house; gone 5 days - -	5 50
1st	V	Cash paid Peter Robertson his account -	33 50
29th	V	Ditto paid Edward Collier - -	5 00
	V	Ditto paid Wm. Pond - - -	3 00
	V	Wm. Ross' rec'pt given to Wm. Pond for monies he received when I held Pond's note, for which he, Mr. Ross, has passed to the credit of the estate -	36 00
30	V	Cash paid Robert Key - -	11 87½
	V	Ditto paid Leroy Hammond, jun'r -	8 25
31		Cash paid my expenses at March term, 1813, at Edgefield - - -	5 25
		My expences going to the same court and returning home - -	2 00

STATEMENT.—Continued.

1813, June 13	V	Cash paid B. C. Yancy - -	$55 00
			616 52
		Amt. of my comm's on rec'd and paid out *a* 2½ pr. ct. - - -	118 24¼
			$734 77
1812. Aug'st 22nd	By	balance due the estate, as pr. my last return - - - - -	$1,486 54¼
	By	cash rec'd of Wm. Morgan, note and int.	75 50
Sept. 6	"	do rec'd of H. Davis, do do	29 34
Oct. 24	"	do rec'd of Walter Abney and others, do - - - - -	258 39
1813. Feb'ry 3	By	do rec'd of Brittain Mims on his bond	37 57
	"	do do Jno. Sullivan, bal. of his note	25 62½
4	"	do do Jno. Grumbles, in part of bond	31 00
	"	do do Col. Hammond on ditto -	21 75
	"	do do Musco Livingston on ditto -	100 00
6	"	do do Benjamin Davis on note -	4 25
	"	do do James Scott, his note -	51 00
	"	do do Thomas McKie, on bond -	690 00
	"	do do William Quarles, on do -	2 00
March 1st	"	do do Lewis Holliday, his ditto -	30 00
	"	do do Wm. Morgan, on bond -	45 16
	"	do do do do, on his note -	14 00
	"	do do Jno. Delauter, on bond -	14 57
	"	do do Simon Clement's note -	5 62½
	"	do do Thomas McKie, bond, -	110 00
	"	do do Wm. Evans, on ditto, -	15 00
	"	do do John Wootten, on ditto, -	130 00
	"	do do B. & L. Gardner, 2 notes,	30 00
	"	do do Thomas Webster's note, -	20 00
	"	do do Benj'n Hightower's note,	4 00
	"	do do do on bond,	100 00
	"	do do John Key, on ditto -	200 00
	"	do do Peter Robertson, acc't, -	33 50
	"	do do Thomas Key's note, -	10 25
	"	do do Joshua Key's note, -	5 81¼
March 29th	"	do do Wm. Pond, as pr. Ross' receipt, - - -	39 00
	"	do do James Jones' note, - -	4 12½
	"	do do James Panton, bond, -	38 93
			$3,047 43¼

STATEMENT.—Continued.

	Am't brought forward, - - -	$3,047 43¼
March 29th	By Moses Tullis, on bond, - - -	$90 00
	" Wm. Olds, on ditto, - - - -	110 00
	" Jno. Currey, ditto ditto, - - -	50 00
	" Jno. Torrence, on note, - - -	6 00
	" J. H. Bussey, on ditto, - - -	10 18¾
	" Jno. Hammond, on ditto, - - -	2 50
	" Thomas McKie, on bond, - - -	170 00
30th	" Col. Leroy Hammond, on ditto, - -	137 50
	" William Garrett, on note, - - -	153 60
	" Hampton & Hunter, on do - -	50 00
	" John Gray, sen'r, on bond - - -	73 74
	" James Moseley, on note, - - -	12 50
	" Robert Key, on ac't, - - - -	12 75
	" John Key, on bond, - - - -	200 00
	" John Grumbles, on note, - - -	4 88
	" Robert Hardy, on note, - - -	7 00
	" F. Hill, " do - - -	8 00
	" L. L. Hammond, on do, - - -	4 56¼
	" do do on bond, - -	60 00
	" D. & S. Oliver, on note, - - -	150 00
	" Leroy Hammond, jr., - - -	18 22
31st	" Isaac Randolph, on note, - - -	69 83
	" do do on bond, - - -	130 17
May 6th	" R. Frasier, on note, - - - -	5 00
	" Musco Livingston, on bond, - -	100 00
7	" Jno. Cook & Brittain Mims, ditto, -	31 00
13	" Benjamin Grumbles, do -	20 00
	" William Olds, do -	235 00
14	" E. Doolittle, note, - - - -	7 00
	" Charles Hammond, on note, - -	13 25
	" John Key, on bond, - - - -	270 00
June 15th	" Jno. Jeter, the case ex'ors of Taylor *vs.* Addison & Reed, - - - -	24 00
		$5,900 28
	Deduct am't from other side, - -	734 78
	Due the estate, - - - -	$5,165 50

The within examined and sworn to, 2nd day of August, 1813, and find vouchers for every item, noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SAM. SAVAGE, *Ex'or.*

SOUTH CAROLINA, *Edgefield District.*

I do hereby certify that the foregoing instrument of writing contains a true copy of the original account current of Samuel Savage, ex'or of the estate of William F. Taylor, dec'd, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.)—This acc. current rec'd in the Ordinary's office on the oath of Sam'l Savage, ex'r, the 2nd day of August, 1813.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of Wm. F. Taylor, deceased, acc't with Sam. Savage, Ex'or.* CR.

1813.			
August 2nd	V	To cash paid John Simkins - -	$1 18¾
"	V	" " Stanmore Butler, - -	5 50
"	V	" " John S. Jeter, esq., -	6 43¾
"	V	" " John Bartee, - - -	15 50
"	V	" " William Morgan, - -	38 88½
"		" my expenses going to Edgefield c't house, while there, and returning,	8 50
			$76 01
		My comm's on - $76 01	
		" ditto " - 2,554 11	
		$2,630 12	63 75
			$141 76
		My comm's on $322 75, at 2½ per cent., -	8 06
		SAM. SAVAGE, *Executor.*	$149 82
1813		By balance due the estate as pr. my last acc.	5,165 50
August 2nd		Cash rec'd of John Key, - - - -	180 00
"		" John Curry, - - -	83 97
"		" Michael Shanon, - -	2 62½
"		" John Bartee, - - -	20 75
"		" Hunter & Hampton, - -	70 91¼
"		" William Morgan, - -	38 88½
"		" Wm. Harden, - - -	8 87½
"		" James F. Adams, - -	8 98
"		" Thomas Webster, - -	69 37½
"		" Minter & Terry, - -	42 72
"		" James Jones, - - -	79 00
"		" Addison & Reed, - -	45 00
Oct. 4th		" John Morague, - - -	24 20
Nov. 25		" Moses Tulles, - - -	123 50
Dec'r 7		" William Garrett, - -	1,118 24
"		" Alexa'r Edmonds, - -	7 25
31		" Rich'd Quarles' small note, -	49 70

STATEMENT.—Continued.

1813.		
Jan'ry 4	Cash rec'd of Thos. McKie, - - -	$286 00
Feb'ry 16	" Sam. Savage, - - -	24 00
" 14	" Murphy Kerbly, - - -	270 12½
1814.		$7,719 61
March 25th	By cash rec'd from E. & John Middleton's note, - - - - -	122 75
"	" " " D. & S. Oliver's note, -	200 00
		$8,042 36
	Deduct am't from the other side, -	149 82
	Due this estate, - - - - -	$7,892 54

The within examin'd and sworn to, the 7th day of April, 1814, and find vouchers for every item noted with the letter V, near the left hand margin. JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield District.*

I do hereby certify that the foregoing instrument of writing contains a true copy of the original account current of Sam'l Savage, ex'or of the estate of William F. Taylor, dec'd, now of record in my office.

Given under my hand and private seal, (having no seal of office,) this 14th day of January, 1839. OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.)—This acc. current rec'd in the Ordinary's office on the oath of Sam'l Savage, ex'or, the 7th day of April, 1814.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of William F. Taylor, dec'd, in acc. with Sam'l Savage, ex'or.* CR.

1814.		
Ap'l 8th	To cash paid Jno. Gray, jr., as pr. his acc't rendered, - - - - - -	$40 00
"	" my expences in going to Edgefield court, April Term, 1814, also to Augusta, -	10 00
" 7	" cash pd. Edmunds, his acc. & order in favor of William Garrett, -	10 00
Nov. 4	Cash pd. Wm. Covington, expences going to Edgefield court on business of the estate,	4 00
	Paid out, - - $64 00	$64 00
	Rec'd, - - - 1,935 62	
	$1,999 62	
	My commissions on this sum, at 2½ pr. cent., is	49 99
		$113 99

SAM. SAVAGE, *Executor.*

STATEMENT.—Continued.

1814.			
Ap'l	6th	By bal's due the estate as pr. my acc't returned, - - - - - - -	$7,892 54
"	"	" cash rec'd of Jno. Delaughter, & int., -	31 42
"	7	" John Cook's note, - - - - -	10 00
"	"	" Thomas H. Howle, - - - - -	18 80
"	"	" D. & S. Oliver, - - - - -	50 00
"	"	" John Gray, jun'r, - - - -	28 62
"	"	" Wm. Morgan, - - - - -	50 00
"	9	" Lewis Hammond, - - - -	78 30
"	"	" Major Thorn, - - - - -	11 87
"	10	" M. Levingston, - - - - -	100 00
"	"	" Rob't Levingston, - - - -	12 10
"	"	" " on bond, - - -	108 75
"	"	" Wm. Morgan, - - - - -	48 61
"	"	" Ostin Bunch, - - - - -	8 50
June	13	" Daniel Day, - - - - -	32 41
"	14	" Thomas Marbury, - - - -	54 50
Nov.	4	" D. & S. Oliver, - - - - -	45 81¼
		" rec'd by the hands of Wm. Covington, from the sheriff of Edgefield District, ex'ors of Taylor *vs.* Woolen M. & Day,	365 00
1815.		" Same *vs.* C. & Johnson, - -	72 93
Jan'y	1st	" rec'd in the case ex'ors of Taylor *vs.* F. Reynolds, - - - - - -	600 00
"	17	By cash rec'd in the case of ex'ors of Taylor *vs.* J. Bulluck, - - - - - -	156 00
			$9,828 16¼
		Deduct am't from the other side, -	113 99
		Balance due the estate, - - - -	$9,714 17¼

The within exam'd and sworn to, the 3d day of April, 1815. No vouchers.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield District.*

I do hereby certify that the within instrument of writing contains a true copy of the original account current of Sam'l Savage, ex'or of the estate of William F. Taylor, dec'd, now of record in my office.

Given under my hand and private (seal, there being no seal of office,) this 14 day January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.) This account current, rec'd in the ordinary's office on the oath of Samuel Savage, executor, the 3rd day of April, 1815.

JNO. SIMPKINS, *O. E. D.*

DR. *The estate of Wm. F. Taylor in acc't with Sam'l Savage.* CR.

1815.				
April 3rd	V	To cash paid J. Simkins, as per receipt -		$2 37½
	V	" " Wm. Nibbs, as per receipt		15 00
" 11		My expenses going and attending Edgefield court, and to Augusta - -		12 00
				$29 37½
		My commiss's on this am't paid out	$29 37½	
		Ditto on the am'nt received	3,076 09	
			$3,105 46½	
		Commissions 2½ per cent., is	77 62	
			$106 99½	
		SAM. SAVAGE, *Executor.*		
		By balance due the estate, as per my last account returned - - - -		9,714 17½
1815.				
April 3rd		By cash rec'd, Benj. Grumbles - -		30 00
4		" " in the case ex'ors vs. F. Reynolds - - -		127 00
		" " Benj. Hightower - -		200 00
		" " Wm. Hall's - -		250 00
		" " Wm. Morgan - -		50 82
		" " Ditto - - -		10 00
7		" " A. Stewart - - -		200 00
8		" " Charles Randolph - -		9 00
May 15		" " Wm. Williams' bond -		30 00
June 10		" " B. C. Yancy, and interest -		451 42
" "		By cash of B. C. Yancy, attorney, collected from Day & Scott - - -		700 00
Oct. 30		By cash of W. Kean, bond and interest -		151 50
		" Isaac Randolph } Paid Capt. Hammond on 20th May, 1815.		{ 200 00
		" John Key }		{ 200 00
		" " " - - -		191 34
		" John Gray, note and interest -		133 42
31		" E. Hamond et al., 2 notes & int.		17 55
		" A. Duboze, note and interest -		18 54
		" J. Levingston, small note & int.		5 50
		" A. Stewart - - -		100 00
				12,790 26½
		Deduct amount from the other side		106 99½
		Due the estate		$ 12,683 27

The within account examined, sworn to, and passed the 31st day of October, 1815, and find vouchers for the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield district.*

I do hereby certify, that the within instrument of writing contains a true copy of the original account current of Samuel Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day of January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.) The within account current rec'd in the Ordinary's office on the oath of Samuel Savage, executor, the 31st day of October, 1815.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of Wm. F. Taylor in account current with Samuel Savage.* CR.

1815.			
Oct. 31st	V	Cash paid J. Simkins, as per receipt -	$1 18¾
		My expenses going to & attending Edgefield court, and returning, October term,	
1816.		1815 - - - - -	5 00
Feb'ry 5th	V	Cash paid M. Mims - - -	22 17
" 12	-	My expenses to Edgefield court-house & Augusta, on business of the estate, 9 days	21 75
March 19	V	Cash paid the taxes of the estate, as per receipts - - - -	55 00
19	-	My expenses at Abb. court, March term, on business of the estate - -	5 00
			$110 10¾
		$3,607 28	
		110 10¾	
		My commissions at 2½ per ct. on $3,717 38¾	92 93
			$203 03¾
		SAM. SAVAGE, *Executor.*	
1815.			
Dec. 6th		By cash received of B. Grumbles, for M. Mims - - - - -	$50 00
" 24		By cash received of J. C. Mayson et al., on an execution - - - -	500 00

STATEMENT.—Continued.

1816.			
Jan'ry	16	By cash received of W. Nibbs, esq., in full of Bostick's note and interest - -	$131 00
Feb'ry		By cash received of B. Hightower - -	100 00
"	5	By cash received in the case against W. W. Williams - - - -	20 40
"	5	By cash received, B. Grumble's bond and interest - - - - -	162 65
"	6	By cash received of J. Cook, note and int. -	33 71
"	6	By cash received of sheriff, in the A. Duboze and Tullis - - - -	1,000 00
"	6	By cash received of J. S. Jeter, on W. and Robert Samuel case - - -	120 00
"	9	By cash received of Musco & R. Levingston	100 00
"	10	By cash received of W. W. Olds - -	110 00
"	10	By cash received of Stephen Garrett, note & interest - - - - -	35 70
"	16	By cash received of Samp. Butler and J. Power, bond and interest - - -	501 82
March	19	By cash received of W. Evans - -	15 00
"	"	By cash received of J. S. Jeter, esq., the bal. of W. & Rob't Samuel's bond and interest	207 00
"	"	By cash received of Nelson P. Jones, note -	50 00
"	"	By cash received in part of the execution vs. J. C. Mayson et al. - - -	450 00
		By cash received of B. C. Yancy, the bal. on Day and Scott's bond - - -	20 00
			3,607 28
		Deduct amount from other side - -	203 03¾
			$3,404 24 ¼
		Balance from my last account - -	12,683 27
		Due the estate	$ 16,087 51¼

SOUTH CAROLINA, *Edgefield district.*

I do hereby certify, that the within instrument of writing contains a true copy of the original account current of Samuel Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day of January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.) This account current, rec'd in the ordinary's office on the oath of Samuel Savage, executor, the 26th March, 1816.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of Wm. F. Taylor, account with Samuel Savage, executor.* CR.

1816.			
Feb'ry 9th	V	To cash paid Samuel Taylor under a compromise, in the presence of Nicholas Ware & R. R. Reed, esqrs., of Augusta	$5,300 00
March 26th	V	Cash paid John Simkins, as per receipt -	1 87½
"		Cash paid Sam'l Taylor under the same compromise, in the presence of Christian Breithampt and Wm. Thomas, esqrs. -	4,700 00
	V	To cash retained in my hands in favor of my son, as per Samuel Taylor's letter to me, with the interest from the 21st of January, 1812, being the date of the sale of said estate to the present date, viz: 4 years and 2 months - - -	520 38
27	V	To cash paid J. Hatcher, per receipt -	20 55
		To cash paid my expenses going to Edgefield court, March term, 1816 - -	6 00
July 19th	V	To cash paid Wm. Shaw, the amount of which remained in the hands of Wm. F. Taylor, dec'd, administrator of the estate of Dr. Hudson, after paying Mrs. Shaw's note, formerly Mrs. Hudson -	241 50
			$ 10,789 61¾
		To my commissions on $10,789 61¾, at 2½	269 74
		Do. do. rec'd 3,394 60½, at 2½	84 86
			$ 11,144 21¾

SAM. SAVAGE, *Executor.*

STATEMENT.—Continued.

1816.		
March 26th	By bal. due the estate, as per my last return	16,087 51¼
"	By cash received, in part, of the executors vs. Duboze and Tullis	185 00
"	By cash received of Benj'n Hightower, the balance of his bond and interest	205 00
"	By cash received of A. Stewart, note and int.	91 50
27	By cash received of Isaac Randolph, part of his bond	272 50
"	By cash received of Hancock & Hardy, the balance of their note and interest	31 48
"	By cash received, the interest of Wm. Evans' note	3 25
"	By cash received of J. Hatcher	15 00
"	By cash received of Wm. Owlds, the balance of his bond and interest	1,473 00
"	By cash received of C. Breithampt's bond, compromised with Samuel Taylor	500 00
July 19	By cash received of Wm. Shaw, in part of his bond	241 50
Oct. 24	By cash of Wm. Shaw, by the hands of B. F. Whitner, esq., in part of his bond	200 00
" 25	By cash of James Ross, in part of his note	43 00
Nov. 3	By cash received from the sheriff of Edgefield district, the amount of Thomas & Bussey's note and interest	73 37½
4	By cash received of the sheriff aforesaid, in part of the case of the executors vs. Duboze and Tullis	60 00
	$	19,482 11¾
	Deduct amount from the other side	11,144 21¾
	Balance due the estate	$8,337 90

The within examined and sworn to the 3d day of February, 1817, and find vouchers for every item noted with the letter V on the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield district:*

I do hereby certify, that the within instrument of writing contains a true copy of the original account current of Samuel Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day [of] January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.) This account current, rec'd in the ordinary's office on the oath of Samuel Savage, executor, the 3rd day [of] February, 1817.
JNO. SIMKINS, *O. E. D.*

DR. *The estate of William F. Taylor, account with Samuel Savage, executor.* CR.

1818.			
Feb'ry 3d	V	To cash paid J. Simkins - -	$1 12½
		To cash paid my expenses going to Edgefield court, and returning - -	13 50
	V	To cash paid taxes for the year 1816 -	22 22
		My commissions on $678 25, at 2½ -	16 95
			53 79½
		SAM. SAVAGE, *Executor.*	
1817.			
Feb'ry 3d		By balance due the estate, as per my last ret.	$8,337 90
" 4		By cash received of Isaac Randolph, the balance of his and interest - -	467 11
16		By cash received of Nelson P. Jones, in part note - - - - -	60 00
1818.		By balance of Jame[s] Ross, note & interest	24 30
Jan'ry 12		By cash of the sheriff, per J. Martin, in part of J. S. Glascock's bond - - -	90 00
			$ 17 3 1
		Deduct amount from the other side -	53 79½
			$8,925 51½

The within examined and sworn to the 2d February, 1818, and find vouchers for every item noted with the letter V near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield district:*

I do hereby certify, that the within instrument of writing contains a true copy of the original account current of Samuel Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day [of] January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.) This account current, rec'd in the ordinary's office on the oath of Samuel Savage, executor, the 2nd day of February, 1818.
JNO. SIMKINS, *O. E. D.*

Benham vs. *Taylor et al.*

DR. *The estate of William F. Taylor, deceased, account with Samuel Savage, executor.* CR.

1818.			
Feb'ry 2nd	V	To cash paid J. Simkins - -	$1 12½
		To my expenses going to Edgefield court-house - - - -	14 50
10	V	To paid Wm. Lomax - - -	25 00
"	V	" " Geo. Bowie - - -	10 00
"	V	" " Alex'r Bowie - - -	20 00
"	V	" " Thomas Herron - -	7 00
March 10	V	" " M. Mims, as per receipt -	5 00
		Commissions on $1,237 75, at 2½ pr. ct.	30 94
			$113 66½
		SAM. SAVAGE, *Executor.*	
1818.			
Feb'ry 3rd		By balance due the estate, as per my last ret.	$8,925 51½
		By cash received, in part, of the case against Mayson & Gondy - - -	431 00
" "		By cash, E. Branon's note - -	12 00
" "		By cash, J. Talbert, note and interest -	21 18¾
5		By cash, R. Quarles' bond - - -	500 00
		By cash, T. Herron, note - - -	7 00
March 9th		By cash, the interest on R. Quarles' bond -	128 87½
" 10		By cash, balance of the case vs. John S. Glascock, jr. - - - - -	37 06¼
		By cash, Wm. W. Williams, bond and int.	18 00
			$ 10,080 64
		Deduct the amount from the other side -	113 66½
			$9,966 97½

The within examined and sworn to the 11th March, 1818, and find vouchers for every item noted with the letter V near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield district:*

I do hereby certify, that the within instrument of writing contains a true copy of the original account current of Samuel Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day [of] January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(Endorsed.) This account current, rec'd in the ordinary's on the oath of Samuel Savage, executor, the 11th March, 1818.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of Wm F. Taylor, dec'd, with Samuel Savage, executor.* CR.

1818.			
March 11th	V	To cash paid ordinary - - -	$1 75
	V	" cash paid Butler & Brooks - -	23 62½
	V	" cash paid Butler & Hammond -	16 00
14	V	" cash paid James Day - -	2 50
		" expenses to Edgefield court-house, and to Augusta - - -	25 25
22	V	" cash paid M. Mims, clerk, &c., for cost	17 18¾
	V	" cash paid the clerk - - -	1 56¼
			87 87½
		My commissions on $10,393 42½, at 2½ -	259 82
		Do. do. 87 87½, -	2 18
			$349 87½
	V	Cash paid the ordinary - - -	1 18¾
		Expenses at Edgefield court-house -	5 00
April 22	V	Cash paid Adam Hutchison, attorney for the parties interested - - -	10,037 36¼
			$ 10,043 55
1818.			
March 14		By balance due the estate, as per last return	9,966 97½
		cash received of adm'r L. Hammond -	180 00
		cash received of adm'r Wm. Hall, it being the balance of his bond and interest, after deducting $200, under a compromise of a land case - -	246 45
			$ 10,393 42½
		Deduct amount from the other side -	349 87½
			$ 10,043 55
		Amount balanced	$ 10,043 55

The account current, rec'd in the ordinary's office on the oath of Samuel Savage, executor, the 22nd April, 1818, and find vouchers for every item marked with the letter V on the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield district:*

I do hereby certify, that the within instrument of writing contains a true copy of the original account current of Samuel Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day [of] January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

Endorsed: This acc. current rec'd in the Ordinary's office, on the oath of Saml. Savage, exe'r, the 22d April, 1818.

JNO. SIMKINS, *O. E. D.*

THE STATE OF SOUTH CAROLINA.

By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come: Know ye, that Oliver Towles, esquire, whose seal and signature appear on each of the ten sheets of property hereunto attached, is the judge of the court of Ordinary, in and for the district of Edgefield, in the State aforesaid, commissioned by letter patent under the great seal of the State; that his said certificates are in due form, and by the proper officer. Therefore, all due faith, credit, and authority, is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, [L. S.] the nineteenth day of January, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

By the governor: PATRICK NOBLE.

B. H. SAXON, *Secretary of State.*

(*Exhibit T.*)—Exhibit T.

Received of Samuel Savage, executor of the estate of Wm. F. Taylor, deceased, the sum of ten thousand and thirty-seven dollars and thirty-six and one quarter cents, in full of his actings and doings on the said estate up to this date, as per his account current this day rendered to the ordinary of Edgefield district. I say, received by me this twenty-second of April, anno domini 1818.

SAMUEL TAYLOR,
WILLIAM RAINEY, and
MARY RAINEY, his wife.
Per ADAM HUTCHISON,
Their Attorney.

Test: JOHN S. JETER, M. MIMS.

(*Exhibit S.*)—Exhibit S.

GEORGIA, *city of Augusta:*

Whereas, Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, and Samuel Taylor, brother of the said William F. Taylor, deceased, for himself, and in behalf of his sister Mary Rainey, and her husband William Rainey, of Scotland, being desirous of adjusting the affairs of said estate, so far as have come to the hands of the said

Samuel Savage, consent and agree that the said executor shall pay over to the said Samuel Taylor, at this time, as much money as he can spare, and on or before the first of April ensuing, to pay over all the money that may be collected on account of said estate. The said Sam'l Taylor, for himself, and in behalf of his said sister Mary and her said husband, doth hereby consent and agree, on receiving from the said executor all the moneys that can be collected by the first of April next, to allow the said executor two years from this time to close the remaining business of said estate; and for the money heretofore deposited in the Bank of Augusta, and which has since been put out at interest, no interest will be required of the said executor for said money during the time the same remained in bank; and all moneys which may be collected hereafter by the said executor, no interest will be required, provided the same shall be paid over to the said Samuel Taylor, or his lawful agent, in a reasonable time after the same shall have been collected. The said executor hath permission to compromise all doubtful claims or debts due to the said William F. Taylor in his lifetime, or any litigated cases relating to the recovery of lands in South Carolina.

Given under my hand this 9th of February, 1816.

SAMUEL TAYLOR,
For himself, and for my sister
MARY RAINEY, and
WILLIAM RAINEY, her husband.

Test: NICHOLAS WARE.

(Exhibit Z.)—Exhibit Z.

EDGEFIELD, *March* 26, 1816.

MR. SAMUEL SAVAGE:

SIR: You will be so good as to take of the estate of my deceased brother, Wm. Forbes Taylor, four hundred and two dollars and eighty-eight cents, with the interest which has accrued thereon from the date of the sale of said estate, and place or put it to the best use for the benefit of your son, William F. Taylor Savage, in schooling, and such books as he may want, and this shall serve and be your voucher for me on a final settlement of the estate. I am, yours,

SAMUEL TAYLOR.

(Exhibit G.)—Exhibit G.

Letter of attorney.

Samuel Taylor, to Adam Hutchison [and] Peter Bennock.

GEORGIA, *city of Augusta:*

Know all men by these presents, that I, Samuel Taylor, of Scotland, in the Kingdom of Great Britain, but at present of the city of Augusta, and State aforesaid, has ordained, constituted, and appointed, and by these presents doth ordain, constitute, and appoint, and so far as I am authorized, do ordain, constitute, and appoint, for my sister, Mary Rainey, and her husband, William Rainey, also of Scotland, Adam Hutchson and Peter Bennock, or either of them, my true and lawful attorney,

and so far as I can, the true and lawful attorney of my said sister and her husband, to ask, demand, sue for, recover and receive, all such sum or sums of money which were, are, or may become due, and owing to the estate of the said William F. Taylor; and on receipt thereof to execute and deliver receipts, or other discharges for the same; and also to sue for, or prosecute, all actions necessary for the recovery of the real estate in the State of Kentucky, belonging to me and my sister, her husband, William Rainey, and for the recovery of which a suit is now pending in the State of Kentucky; and I do for myself, and so far as I am authorized, ratify and confirm whatsoever my said attorneys, or either of them, may do or cause to be done in the premises; and I do by *by* these presents, so far as I am authorized, revoke, annul, and set aside, a power of attorney, herebefore made and executed by my said sister, and her husband, William Rainey, to Patrick McDowall, of the city of Augusta, aforesaid.

Given under my hand and seal this 2d day of April, 1816.

Test: NICHOLAS WARE. SAMUEL TAYLOR.

SOUTH CAROLINA, *Edgefield district.*

Personally appeared before me, Nicholas Ware, and *me* oath on the Holy Evangelists of Almighty God, that he did see Samuel Taylor sign, seal, and deliver, the power of attorney on the preceding pages to Adam Hutchison and Peter Bennock, and did sign the same as a witness.

NICHOLAS WARE.

Sworn to before me, this 20th day of April, 1818.

Recorded, 22d April, 1818. W. JETER, *Q. M.*

SOUTH CAROLINA, *Edgefield district.*

I, Geo. Pope, clerk of the court of common pleas and general sessions for the district aforesaid, do hereby certify the foregoing to be a correct copy of a letter of attorney from Samuel Taylor to Adam Hutchison and Peter Bennock, as will appear by the remains of record thereof, of book M. M., page 57.

Given under my hand and seal of office, at Edgefield C. H., this 2d [L. S.] February, 1839. GEO. POPE, *C. C. P.*

THE STATE OF SOUTH CAROLINA.

By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come: Know ye, that George Pope, whose seal and signature appear to the instrument of writing hereunto annexed, is clerk of the court of common pleas and general sessions for the district of Edgefield and State aforesaid. Therefore, all due faith, credit, and authority, is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused [L. S.] to be affixed the seal of the State, in the town of Columbia, the twentieth day of February, in the year of our Lord one

thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

By the governor: PATRICK NOBLE,
M. LABORDE, *Secretary of State.*

Order at May term, 1839, to open depositions.

And afterwards, to wit, on the twenty-first day of May, being a day of a term of the district court of the United States of America for the northern district of Alabama, begun and held at the court-house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and thirty-nine, "come the parties by their attorneys, and on their agreement it is ordered that the depositions on file herein be opened."

Order at May, 1839, overruling motion to dismiss bills, and retaining cause for trial. Order to enter of record respondent's exception.

And afterward, to wit, on the twenty-third day of May, being a further day of the term last aforesaid, "come the parties by their solicitors, and thereupon the respondent, by his solicitors, move the court here to dismiss the said complainant's bill in this cause; whereupon, said motion being argued by counsel on both sides, and by the court fully understood, it is considered by the court that said motion be overruled, and this cause retained for trial in this court; to which opinion and consideration of the court, respondent by his counsel excepts, and prays this his exception may be saved and reserved to him on the record, which is done.

Order authorizing defendant to amend his cause.

And on motion of the respondent, by his counsel, it is further considered by the court that he be permitted to amend his answer in this cause."

Order authorizing complainants to file amended bill.

And afterward, to wit, on the twenty-fifth day of May, being a further day of the term last aforesaid, "upon motion of the complainants, it was alleged that the defendant, having put in his answer to the bill of the complainants, who are since advised to file an amended bill in this cause, and it appearing to the satisfaction of the court that it is material and proper for them to do so, and therefore it was prayed that the complainants may be at liberty to file an amended bill in this case, which is ordered accordingly.

Order relative to costs of same; and order authorizing complainants to withdraw depositions.

It is ordered, also, that the copy of such amended bill, of the subpœna to be issued thereon, and the costs of the service of the same on the defendant, be taxed against the complainants.

And it appearing to the satisfaction of the court that the depositions heretofore taken by the complainants, and now on file in the court, were taken before this cause was at issue, it is ordered, upon the motion of the complainants, that they have leave to withdraw said depositions."

The am'd bill of complaint.

The amended bill of Samuel Taylor, William Rainey, Alexander

Rainey, and Elizabeth Rainey, all of whom are aliens, reside in Scotland, and are subjects of the Queen of Great Britain and Ireland, filed by leave of the district court of the United States for the northern district of Alabama, to a bill of complaint exhibited by the said complainants on the first day of September, eighteen hundred and thirty-eight, on the chancery side of the said district court, against George M. Savage, executor of the last will and testament of Samuel Savage, deceased, who is a citizen of the State of Alabama, residing in the northern district aforesaid.

Humbly complaining, sheweth unto your honor William Crawford, judge of the district court of the United States for the northern district of Alabama, sitting in chancery for said district, that the domicil of the said William F. Taylor was in the State of South Carolina at the time of his death, and had been there for many years previous to that event; that his father and mother died before his death occurred, and his only brother was the complainant, Samuel, and his only sister was Mary Taylor, afterwards Mary Rainey, the mother of the three other complainants; that he had no kindred who were citizens of the United States of North America, or of any Territory thereof, at the time of his death; and that the complainant, Samuel, and the said Mary, the mother of the other three complainants, were the only heirs at law of the said William F. Taylor at the time of his death. Complainants further shew, that the said Mary Taylor was, at the time of the death of the said William F. Taylor, a married woman, and continued so until the time of her death, which occurred on the sixteenth day of February, eighteen hundred and thirty-one—her husband, William Rainey, to whom she was lawfully married, being yet alive. The said complainants, William, Alexander, and Elizabeth, were all infants, under the age of twenty-one years, at the time of the death of the said Mary; the said William was born about the twenty-fifth of July, eighteen hundred and ten; the said Alexander was born about the seventeenth of May, eighteen hundred and twelve, and the said Elizabeth about the twenty-second of February, eighteen hundred and fifteen.

Complainants further state, that the complainant Samuel Taylor, in the fall of the year eighteen hundred and fifteen, visited the State of South Carolina for the purpose of making a settlement with the said Samuel Savage and his co-executors, when the said Savage & McDowell represented to him that the business of said estate was not near closed, and that they were not ready to make a settlement, the said Matheson having previously died, and the said Ross being then absent on a voyage to England, during which he departed this life. While the said Samuel Taylor was within the State of South Carolina he received, during the months of February and March, eighteen hundred and sixteen, from the said Samuel Savage, as part of said estate, two sums, amounting, together, to about the sum of ten thousand dollars; and, upon the payment of that sum, the said Samuel Savage falsely and fraudulently represented to the said Samuel Taylor that no interest ought to be paid thereon, because, he alleged that the same had been received by him in funds not suitable to be remitted to the said residuary legatees, which he

had deposited for a considerable period, without receiving any interest or benefit therefor, in the Bank of Augusta, in the State of Georgia; whereas the complainants charge the truth to be, that no deposit whatever had been made by him in said bank, either as executor or in his individual capacity, and the falsehood and fraud of said representation was never discovered by said complainants until the month of March, eighteen hundred and thirty-nine, when the same was discovered by William Primrose, their agent, by inquiry at said bank. Complainants charge that the interest was according[ly] not paid, and that the amount thereof, so fraudulently withheld at the time of said payment, was about two thousand dollars; to which sum, with such interest thereon, as if the same had been principal, they allege that they are now entitled. Complainants shew, that the legal interest of the State of South Carolina was, at the time of said transactions, and is, seven per centum per annum. They further shew, that the said Samuel Savage did not furnish the said Samuel Taylor on his visit, nor the complainants, nor their mother, nor either of them, at any other time, with an account of the said estate, nor with a statement of his transactions relative thereto. They further shew, that the said Samuel Taylor left the United States in the spring of eighteen hundred and sixteen, and has never since been therein. They further shew, that neither of the other complainants, nor their father nor mother, were ever in the United States. All the said executors, except the said Samuel Savage, were residents and citizens of the State of Georgia; and all the personal property in the State of South Carolina, and all the proceeds of said estate, both real and personal, in said State, except a sum amounting to between three and four thousand dollars, came into the hands of, and were received by, the said Samuel Savage, as executor, as aforesaid. The sum last mentioned was collected by the said Ross from citizens of the State of Georgia, who had purchased some of said property in the State of South Carolina, and was accounted for to these complainants by the executors of the said Ross.

Complainants charge, that the said Samuel Taylor, on the fifth day of April, eighteen hundred and seventeen, wrote a letter to the said Samuel Savage, urging him to remit money, and requesting him to send to the complainants an account of his executorship on said estate, with a list of all the notes, bonds, &c., which had come into his hands, including a statement of such as were insolvent; which said letter complainants hereby notify defendant to produce on the final hearing of this cause, or that they will give other evidence of its contents. They state that the said Samuel Savage answered said letter by his letter bearing date S. Carolina, Abbeville district, September 26th, 1817, which letter is herewith filed, marked exhibit II, and prayed to be considered as part of this amended bill. In said letter said Savage stated, among other things, that, from causes therein mentioned, it had been impossible to collect the debts due the estate; that the legal mode of collecting debts was very slow; that suits which he had commenced to recover, some of them in eighteen hundred and thirteen, were still pending, and that when judgments would be obtained he could neither tell nor foresee.

He sent no such account, or list of notes and insolvencies, as was requested, alleging, in his said letter, that it was impossible to give a list of insolvent notes until he had sued on them to insolvency. In said letter he also alleged, that he could settle said estate more satisfactorily to those interested than any one else could, and expressed the opinion, that he would be enabled, by the ensuing March court, to get judgments in the greater number of the suits referred to. He also represented, in said letter, that such estates could not be finally settled in a short time; but assured those interested, that if what they were entitled to should be a long time coming, they would be sure of it at last. He falsely and fraudulently represented, in said letter, that he was then without any funds of said estate, except the sum of one thousand and twenty-three dollars in uncurrent money, which he could not get rid of. In said letter he promised to pay three or four thousand dollars early in the winter thereafter, which he falsely and fraudulently represented he would only be enabled to pay out of the proceeds of the sale of a tract of land belonging to himself. He also promised, in said letter, that when he got ready to settle as executor, he would send to the residuary legatees a correct and certified copy of all his proceedings as executor of said estate.

Complainants charge that neither they, nor either of them, nor the said Mary, nor her husband, ever received any money afterwards from the said Samuel Savage; nor did they, or either of them, ever receive any certified copy or statement from him whatever of his proceedings as executor as aforesaid, although they relied on his said promise to send such a statement when he should be ready to make a final settlement.

They charge that the statute law of South Carolina, at the time when the said Samuel Savage became executor as aforesaid, and from thence to the present time, requires that an executor shall make not only annual settlements, but a final settlement, with the proper court of ordinary in said State, which final settlement can only be made after an executor has given notice in some newspaper published in said State, of the time and place when he will present his accounts for final settlement. Complainants allege that the said Samuel Savage never made any final settlement of his accounts as executor as aforesaid, nor published any notice of his intention to do so; that he removed from his residence, in South Carolina, in April or May, eighteen hundred and eighteen, and was never in said State after his removal. Complainants charge that in the letter aforesaid the said Samuel Savage fraudulently represented that it would be a waste of the estate of his testator to pay any further attention to the lands in Kentucky, and he declined attending further to them. The said letter was the last received by the complainants, or by the said Mary, or her husband, from the said Samuel Savage, although complainant, Samuel Taylor, continued to write letters to him, from time to time, for a number of years, urging a settlement of said business, and to furnish an account, addressing the said letters to him at the post office in South Carolina, at which he had received his letters during his residence in that State. Complainants charge that neither of them, nor the said Mary Rainey, nor *he* husband, ever knew that the said Samuel Savage

had removed from the State of South Carolina until the fact was ascertained as hereinafter mentioned; nor did they, or either of them, know that he had sold any of said Kentucky lands, or had received any money for them, until these facts were ascertained by their agent, as hereinafter mentioned.

Complainants allege that the said Samuel Savage fraudulently concealed from said residuary legatees the sale of the portion of the said Kentucky lands mentioned in their bill, to which this is an amendment, and his receipts therefor; and these complainants did not, nor did either of them, know of these facts until after the same were discovered by their agent, William Primrose, in November or December, eighteen hundred and thirty-six; nor did the said Mary, or her husband, ever previously know of them. They allege that in November or December, eighteen hundred and thirty-six, their agent, William Primrose, who had been sent by them from Scotland to the United States, in the spring of that year, to ascertain what interest in said estate, if any, they were entitled to under the will of the said William F. Taylor, could be secured to them, and to receive or sue for, and recover the same, discovered the two deeds of record in the State of Kentucky, copies of which are exhibited with the bill to which this is an amendment. The said deeds describe the said Samuel Savage as a resident of the State of Tennessee at their date; of the fact of his residence these complainants had never previously known. After the discovery of the said deeds their said agent went to the State of South Carolina, where, in January, eighteen hundred and thirty-seven, he ascertained that the said Samuel Savage resided in the State of Alabama, which fact complainants never before knew. They charge that their said agent shortly afterwards visited the State of Alabama in search of the said Samuel Savage, and early in June, eighteen hundred and thirty-seven, had an interview with him, at his residence, in Lauderdale county, in said State, when he informed said Savage fully of his said agency. In that interview the said Samuel Savage falsely and fraudulently affirmed that he had finally settled his accounts in the State of South Carolina with the proper court of ordinary; that he had never been in Kentucky subsequent to the year eighteen hundred and sixteen; had never sold any of his testator's lands in said State, or received any thing therefor, and that the said lands were valueless. Their said agent then exhibited to him the copies of his two deeds aforesaid, when the said Samuel admitted that he had made the sales, but at first denied that he had received any consideration therefor, but in a few minutes afterwards admitted that he had received a negro woman therefor, who, he stated, was worthless, and died shortly after he received her. The said Savage then said that he did not wish to be sued, whereupon the said agent offered to refer all the said matters to arbitrators, by mutual bonds of submission. Said Savage expressed his willingness to refer the claims in relation to the Kentucky lands, but at first refused to refer his accounts as executor in South Carolina, or to enter into bonds relative thereto. Said agent and said Savage then parted, on the promise of said Savage to deliberate on the proposition, and to deter-

mine within forty days whether he would submit the whole matter in controversy to arbitrators, on mutual bonds.

Complainants further allege, that the said agent, who had full power from them to do every thing in relation to said claims which they themselves could exercise if present, proceeded to Huntsville, in the State of Alabama, where, on the seventh day of June, eighteen hundred and thirty-seven, he employed James W. McClung, an attorney of this court, as counsel for complainants, whom he fully authorized, by power of attorney, to enter into a submission bond, on the part of complainants, if the said Savage would agree to enter into a similar bond on his part. They charge that said Savage was informed, presently afterwards, that said authority was given to the said James W. McClung. They charge, that when said power was given to the said J. W. McClung, he was instructed, by their said agent, if said Samuel Savage failed within the time prescribed to make said submission, to file a bill against him in the then circuit court of the United States for the northern district of Alabama, for a settlement. That said Samuel Savage failed to enter into said submission; and a bill would have been filed within the year eighteen hundred and thirty-seven, to the next term of the said circuit court of the United States, but for the death of the said Samuel Savage, which took place in the month of November, eighteen hundred and thirty-seven. Complainants charge that the defendant, George M. Savage, qualified as executor of the last will and testament of the said Samuel Savage, in said county of Lauderdale, on the fourth day of December, eighteen hundred and thirty-seven.

Complainants charge, that after the said Samuel Savage moved from the State of South Carolina, he received from his agents various sums of money, collected from the debtors of the estate of the said William F. Taylor, amounting to at least ten thousand dollars; but at what precise time he received said sums, these complainants do not know, as he never accounted for them to the proper court of ordinary in South Carolina, nor informed complainants, as he had promised to do, that he had finished said collections.

Complainants also allege, that since they filed their bill, to which this is an amendment, they have obtained, through their said agent, from the administrator of said McDowell, the ledger and cash book kept by the said William F. Taylor in his lifetime, which shows that the said Samuel Savage was indebted to the said William F. Taylor, at the time of his death, which occurred in June or July, eighteen hundred and eleven, in the sum charged in the bill to which this is an amendment; and that he received also the sum of money charged in said bill as cash left by the said William F. Taylor. Complainants also, at the time of obtaining said books, obtained from the administrator of the said McDowell, by their agent aforesaid, a letter written by the said Samuel Savage to the said William F. Taylor, in his lifetime, dated "North of Ireland, Feb'y 21st, 1811," which shews that he was then indebted to the said William F. Taylor in a considerable amount. Said letter, marked number 2, is herewith exhibited, and prayed to be taken as part of this bill. Neither

of the complainants, nor the said Mary, nor her said husband, knew of the said letter, or of the charges on said books, until they were obtained by their said agent as aforesaid; nor has the said Samuel Savage ever accounted for the same in any manner. The sum amounting to eight hundred and sixty dollars, acknowledged in said letter last mentioned, is due in addition to the account against the said Samuel Savage on the said books.

Complainants allege, that "North of Ireland," the place at which said letter is dated, was the name of the place of residence of the said Samuel Savage in South Carolina. They further shew, that they, through their said agent, applied, at the proper office in South Carolina, for any sale bill which had been returned by the said Samuel Savage, or any of said executors, before the filing of their bill, to which this is an amendment; and for any inventory of notes, bonds, and accounts which had been returned by the said Samuel Savage, executor as aforesaid, and was informed by the proper officer of said court, that no sale bill or inventory as aforesaid had ever been returned; but since the answer of the defendant to their said bill has been filed, they have ascertained, for the first time, that a sale bill, and such an inventory of bonds, notes, and accounts in the hands of the said Samuel Savage, were in said office; all of which will more fully appear by the exhibits of the same, accompanying the said answer of said defendant, to which exhibits complainants refer. They shew, that the said sale bill and inventory last aforesaid, never were recorded in the office to which they were returned in South Carolina, and neither of these complainants ever knew of their existence until after the said answer was filed; nor did the said Mary, or her husband ever know of their existence.

Complainants further shew, that of the property noticed in the inventory, of which a copy is exhibited with their said bill, twenty-two negroes and other property, of the value, altogether, of about thirteen thousand dollars, which were of the assets in the State of South Carolina, are not included in said sale bill; nor have the said negroes or other property been accounted for by the said Samuel Savage, in any of his annual settlements with the court of ordinary in South Carolina, or otherwise, nor by either of the other executors. And the complainants charge, that the negroes and property last aforesaid, came into the hands of the said Samuel Savage, were sold by him, the proceeds of the sales thereof received by him, and that he fraudulently concealed the said sales and receipts from the residuary legatees, and that they were ignorant thereof until the same was discovered as aforesaid. They further allege, that all the negroes and other assets included in the inventory, of which a copy forms part of their said bill, constituted part of the estate of the said William F. Taylor, in the State of South Carolina; that the said inventory was the inventory of the said Savage and Matheson only, and the proceeds of the sales of all the property mentioned in said inventory, except the sum herein before stated as having been received by the said Ross, came into the hands of the said Samuel Savage; that the said Matheson, who lived in the State of Georgia, died some time in the year

eighteen hundred and twelve, before the debts for which said property was sold were collected or became due; that he received only some money which was in the State of Georgia, in the Bank of Augusta, together with the dividends on bank stock in the Bank of Augusta, amounting, in the whole, to thirty-six hundred and six dollars and seventy-four cents, for which he settled with the proper court of ordinary in South Carolina, as will appear by a copy of this settlement, herewith filed, marked M, and prayed to be taken as part of this bill; from which it also appears, that a small balance was due to him of two hundred and eighty-one dollars and seventy-six and a half cents, which has since been paid to him.

Complainants herewith exhibit, marked 3, 4, and 5, which they pray may be taken as parts of this bill, copies of the three and only settlements which the said Ross made with said court of ordinary, which include all his transactions as executor as aforesaid, and the balance found against him has been paid to these complainants.

Complainants further shew, that the said Patrick McDowell never returned any account to the said court of ordinary. They further shew, that all the money for which the lands of said estate in South Carolina were sold, amounting to a large sum, was received by the said Samuel Savage. They further shew, that about three thousand dollars, proceeds of the sale of property mentioned in the said sale bill, was collected by the said Samuel Savage, and has never been paid over or accounted for, and that the same was fraudulently concealed by him from these complainants, who never discovered it until the sale bill came to their knowledge as hereinbefore stated.

Complainants further shew, that bonds and notes, to the amount of about four thousand seven hundred dollars, due to the said William F. Taylor, which came into the hands of the said Samuel Savage, as shown by his list or inventory of notes aforesaid, was never accounted for by the said Savage to the said court of ordinary, or otherwise. They charge, that he collected the same, and fraudulently concealed the fact, that they had come to his hands from the complainants, who were ignorant thereof until the list or inventory of notes came to their knowledge as aforesaid.

Complainants further shew, that the said Samuel Savage did not, nor did any of his co-executors, give any bond whatever for the faithful execution of their trusts as executors, either to the said court of ordinary, which granted said letters testamentary on the estate of the said William F. Taylor, or elsewhere in said State of South Carolina. They charge, that the legal interest of the State of Kentucky is now, and was at the time of the sale of said lands in said State, six per centum per annum. They further charge, that no suit could have been maintained against the said Samuel Savage in the State of South Carolina, since his removal from that State as aforesaid; nor could these complainants have filed their bill against said defendant until six months elapsed from the time of his qualification as executor of the said Samuel Savage.

Complainants pray, that a writ of subpœna issue against the said George M. Savage, returnable *to* the first Monday in July next—that he be compelled, on his corporal oath, full, true, and perfect answer to make, to all the allegations herein contained. They pray that the relief prayed for in the bill, to which this is an amendment, be granted to them; that an account be taken, and that the said defendant be compelled to pay to these complainants, out of the assets of the said Samuel Savage, whatever balance may be found in their favor; and for such other and further relief as is commensurate with the equity of the premises.

HOPKINS & PARSONS, &
J. W. McCLUNG,
Solicitors for complainants.

(Endorsed.)—" Filed 31st May, 1839.
B. T. MOORE, *Clerk D. C.*"

Exhibit I.—*(Exhibit I.)*

So. Carolina, Abbeville district,
September 26, 1817.

Dear sir: Your letter, under date of the 5th April last, was received about 4 weeks ago. You speak of having wrote to me on your arrival home—it has never as yet come to hand. I done every thing last winter that any man could do, to collect the money due the estate of my deceased friend, Capt. Wm. F. Taylor. In consequence of the loss of crops in this particular part of the country, it was impossible. You have an idea of the slow and troublesome way of collecting money in this State by law. Suits that I commenced in 1813, are still in our courts of law. When I will get judgment I *can* tell, nor neither can I force them. Every note and bond that there was the least probability of getting any thing, I have put in suit. It's all I can do to keep myself from blame. It's utterly impossible for me to give a list of insolvent notes, until I sue to insolvency. Nor neither is it possible that you can have, *or any other person else*, a correct list of notes that was in my hands to collect. I returned all the bonds and notes—after that they were divided between Mr. Ross and myself—besides those that Mr. Matheson and Mr. McDowell had the collection of. You know that all my returns are made under an oath; it can't make any difference, as I will give a correct statement of all the names, papers, &c., that has, or may come into my hands, a true coppy and certify'd by John Simkins, esq'r, judge of the court of ordinary, who you know to be a gentleman, and a correct officer. I am as anxious to have the estate settled as any one can be—life is uncertain, and it caused me many an uneasy hour, having the estate hanging over me. And I know well, that I can settle it with more satisfaction to those concerned, than any one else. I took what I did in my hands at the particular request of my deceased friend, threw gratitude to him, and not to benefit myself, not one jot nor tittle. Early this winter, I shall be able to pay 3 or four thousand dollars, and

I assure you, it's money arising from the sale of a tract of land of my own. Next March court, I trust and hope, I shall succeed in geting judgments against the most of those sued; and agreeable to our understanding in the presence of Col. Ware and Mr. Reed, as early in the spring as possible, I will put an end to that part of the estate that I have. I will settle it. I am more than antious to get rid of it. But you may be assured, such estates are not to be well and finely settle in a short time; but should it be long a coming, I will make sure all that I have to do in it. The day after I saw you, John Moore paid me, on account of William Old's bond, one thousand and 23 dollars, in northern money, which I left for you. You passed, and did not get it. Not being current money, I could not get rid of it. To my great astonishment, not one word have I heard from the Kentucky lands. I have wrote to Mr. Sneed severell times—not a scrape of a pen from him. I would go to Kentucky next summer, and make what I could out of the land, but Mr. McDowall has spent so much of the estate allready, suing, as he says, after the land, it would appear like waisting too much money. McDowall's account was not received at the Ordanarie's office. Mr. Simkins inform'd me it was so incorrect, he could not pass it. I am glad to hear of the health of your family. I have had a sick family for six weeks. Little Wm. Forbes Taylor Savage is now very sick—he sends his greatful thanks to you, and assures you he is progressing finely at school. When I am ready to settle the estate, I will have a correct and certify'd coppy of all my proceedings made out—for to give ample satisfaction, will be the highth of my ambition. Mrs. Savage and family presents their respects to you.

I am, sir, most truly, your friend and humble serv't,

SAM. SAVAGE.

I would have answer'd your letter sooner, but on account of the illness of my family.

Exhibit No. 2.—*Exhibit No.* 2.

NORTH OF IRELAND, *February* ?1, 1811.

DEAR SIR: On my arrival home from your house, I found my family, thank God, in their usual good health. I did not get home until Friday morning, in consequence of high waters and bad weather. Mr. Stephen Garrett paid me $415; and Mr. Miller, who owed Garrett, since I come home, paid me $100 for Garrett, which leaves about $345. I agreed to wait until the first Monday in June next; that sum is intended for you, the balance I must pay you myself. McMurphy succeeded with his injunction. So far, you'll have to answer his bill. My friend, Mr. Yancy, has agreed to answer for all the parties for $50. It will cost you, I suppose, about $10. Mr. Yancy will meet you at Edgefied court, and take your answer. You will swear to it before a magistrate; after that, I will attend to it. You'll be at no more trouble. I have made a partial move, myself, and hands, and commenced my mills, where I am now at work; this business I dread; how'er, I must

not look back; I have made a beginning, God send me a safe deliverance. I pray, as Bonaparte says to his Bishop, since he or some other person has got his young wife with child—my mills' business troubles me as much as the thoughts of his heir or heiress does him. I have nothing particular more to write. My son, Forbes, was much pleased at the present you sent him, but says you had better a sent him a dollar instead of the yellow button. Mr. Yancy will tell you all the particulars in this business of McMurphy's. My family are all well. I long to hear of your regaining your usual good health. If you get no better by the summer, take a trip to the western country—never go to any of the islands. If you do, I fear you never will return. But I am greatly in hopes, on the coming of spring, you'll fatten up, and get rid of your cough. Mrs. Savage sends her compliments to you, and joins me in my wishes for your health and happiness. *Except* of it, my dear sir, for its all we have to bestow on a friend.

Your most humble servant,

SAM. SAVAGE.

Pray let me hear from you *offen* how you are.

Exhibit M.—*Exhibit M.*

DR. *The estate of Wm. F. Taylor, dec'd, in ac. current with Duncan Matheson, ex'or.* CR.

1811.			
Aug. 20	V	To cash paid Mason Garrett, per rec'pt -	$3 25
" 27	V	Ditto Mr. Simpkin, for proving will, &c.	3 00
" 28	V	Ditto Peter Morrison, per rec'pt -	100 00
	V	Ditto negro Silvia, per ditto - -	100 00
	"	Ditto negro Jim, to pay expenses going to Abbeville for Mr. Savage - -	1 00
20		Cash pd. Rev. Mr. Green for attending the funeral - - - -	10 00
		Cash pd for a blank book - -	1 00
	V	Ditto " A. Spencer, per rec'pt -	6 18¾
30	V	Ditto " S. Porter, per ditto - -	60 00
31	V	Ditto " G. Hunter, per ditto -	3 00
Sept. 5	V	Ditto " Harper & Matheson, pr. ditto	38 50
4	V	Ditto " Z. Bell. pr. ditto - -	5 00
11	V	Ditto " Martin & Mackie, pr ditto -	6 56¼
23	V	Ditto " Postage of a letter - -	25
Oct. 1	V	Ditto " Josiah Gray, per rec'pt -	17 56¼
	V	Ditto " Jo. S. Cart - - -	2 80
	V	Ditto " A. Watkins - - -	99 50
23	V	Ditto " Petter Morrison - -	2,000 00
28	"	Ditto " Postage 2 letters - -	56¼
	V	Ditto " F. Phinesey - -	61 87½
	V	Ditto " Wm. Bones & Co. - -	17 62½
	V	Ditto " Martin & Mackie - -	10 12½
26	V	Ditto " F. Phinesey - -	9 00
Dec. 21	V	Ditto " C. S. Buckle - -	14 00

EXHIBIT M.—Continued.

1812.			
Feb. 17	V	Cash pd. Peter Morrison - -	$1,000 00
Mar. 16		Ditto " Postage on letter - -	25
Aug. 29	V	Ditto " Mr. Simkins for 2 copies of will - - - - -	2 25
Sept. 4	V	Ditto " Negro Dick, per rec'pt -	100 00
	V	Ditto " Malone & Tanner, 9th Nov.	20 00
	V	Ditto " Jacob Bennet, do	6 37½
		Ditto " Postage 2 letters, 18th do	50
June 25	V	Pd. the editor N. York Herald, pr. rec'pt	3 52
			$3,705 69½
		Com'ons for pd. out and rec'd., at 2½ pr. cent. - - - -	182 81
		WM. ROSS, *ex'or for Duncan Matheson, ex'or* - - -	$3,888 50½
1812.			
Aug. 25		By cash found in the iron chest - -	$475 74
Oct. 23		" ditto out of the bank - - -	2,000 00
Nov. 22		" ditto ditto dividends on 25 shares -	125 00
Dec. 30		" ditto of Jno. Fox, for six bushels wheat	6 00
Feb. 17		" ditto out of the bank - - -	1,000 00
			$3,606 74
To cash paid out - - -			$3,888 50½
By cash rec'd - - -			3,606 74
Due the executor - - -			$281 76½

The within exam'd and sworn to the 30th March, 1813, and find vouchers for every item noted with the letter V near the left hand margin.

JNO. SIMPKINS, *O. E. D.*

So. Carolina, *Edgt. District.*

By O. Towles, Ord'y of said district:

I certify the within to be a true copy of the original return, as remains on record in my office. Given under my hand and seal, the 23d Jan'y, 1837.

O. TOWLES, [seal.] *O. E. D.*

(*Endorsed.*)—The within ac. current rec'd in the Ordy's office, on the oath of Wm. Ross, ex'or, who was well acquainted with the transactions of this, which was done by Duncan Matheson, ex'or, dec'd.

JNO. SIMPKINS, *O. E. D.*

Exhibit No. 3.—*Exhibit No.* 3.

DR. *The estate of Wm. F. Taylor, dec'd, in ac. current with Wm. Ross, one of the ex'ors.* CR.

1811.			
Sept. 13	V	To cash pd. Jno. Simkins, esq., O. E. D. for certificate of having qualified as ex'or, pr. rece'pt - - - -	$00 75
1812.			
Feb. 24	V	To ditto pd. Robt. McCombs fifty dollars for services as auctioneer at the sales of the estate for five days -	50 00
April 9	V	To ditto Peter Morrison in of his legacy will'd him by Wm. F. Taylor	1,000 00
May 22	V	Pd. Robt. Campbell for his services *at* clerk at sd. sale - - - -	100 00
June 16	V	Pd. B. F. Harris as pr. rec'pt - -	1 75
Aug. 31	V	Pd. Adams & Duychink for advertising property of estate - - -	39 22
Oct. 13	V	Pd. Jno. Simpkins, Ord'y, for certif*y*ed copy of Wm. F. Taylor's will -	1 75
" 14	V	Pd. Patrick McDowall at his request to enable him to go to Germantown to dispose of the property belonging to the estate of Wm. F. Taylor in that place - - - - -	400 00
" "	V	Pd. Silvia in full of her legacy from 18th Aug'st, 1811, to 18th August, 1812 -	100 00
Dec. 17	V	Pd. Adam Hutchison in part for negroes'	
1813.		clothing in 1811 - - -	23 55
Jan. 22	V	Pd. Hobby & Brunce for advertising as pr. rec'pt - - - - -	22 77
Feb. 6		Pd. Jos. Hutchison for an error of 55 lbs. cotton in the weight of the forty bales sold at Campbelltown at the sales of the estate - - - -	5 50
			$1,745 29
		To com'ons on the within rec'd and pd. away, at $2\frac{1}{2}$ pr. ct. - - -	192 90¾
			$1,938 19¾

Exam'd vouchers for every item except the five dollars and fifty cents, the 30th March, 1813.

JNO. SIMKINS, *O. E. D.*
WM. ROSS, *Ex'or.*

EXHIBIT No. 3.—Continued.

1812.		
Jan. 23	By cash rec'd from Jno. Curry on the 21st Jan. - - - - $1,37½	
	By ditto " " David Bartlett 8,50 ——	$9 87½
Feb. 24	" " " " Wm. Pond in part of his note	10 00
April 14	" " James Hunter in part of his note -	100 00
" 27	" L. Coleman in part p't of Catlett & Micou's note - - - - -	400 00
" 30	" Lewis Calffrey in part payment of his note - - - - - -	60 00
May 22	" Duncan Matheson in full of his note and int. - - - - -	325 28
Aug. 24	" From the bank of Augusta, being the dividend from the 20th Nov., 1811, to 20th May, 1812 - - - -	87 50
" 31	Thirty-nine dollars wrote off the back of judgment obtained against George Adams, as payment of S. Adams & Duychink's acct. against the estate - - -	39 22
Sept. 14	" Cash rec'd from Lindsey Coleman in full of Catlett & Micou's note due estate with interest - - - - -	980 00
1813.		
Jan. 30	" " From Joseph Hutchison in full of his bond due the estate for purchases at the sale - - - - -	1,397 60
" "	" Felix McKinne in full of his bond for purchases made by him at the sale -	807 85
" "	" James Gardner in full of his bond for purchases made by him at the sale -	1,055 18
Feb. 2	" Lewis Caffrey in part payment of his bond for purchases made by him at the sale - - - - -	100 00
" "	" Wm. Pond in part pay't of his note -	13 00
Mar. 17	" ditto ditto in part pay't of his note -	13 00
" 23	" Isaac La Roche in full of his bond with int. - - - -	774 50
		$5,973 00¼
	Paid out -	1,938 19¾
	Due the estate -	$4,034 80¾

SOUTH CAROLINA, *Edgefield district:*

By O. Towles, Ord'y of said district:

I do certify the within to be a true copy of the original return as remains on record in my office.

Given under my hand and seal the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office on the oath of William Ross, ex'or, the 30th day of March, 1813.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 4.)—Exhibit No. 4.

DR. *The estate of Wm. F. Taylor, deceased, in account current with Wm. Ross, executor.* CR.

1813.			
Mar. 30	V	To cash p'd Jno. Simkins, esq., O. E. D. for examining account current with the estate for last year - -	$1 75
May 28	V	Paid Dr. Watkins per receipt for medicine - - - -	1 75
1814.			
Mar. 28	V	Paid A. Matheson, one of the adm'rs of the estate of Harper & Matheson -	99 06
			102 56
		Commissions for received and paid out, at 2½ per cent. - -	58 04¾
			$160 60¾
		WM. ROSS, *Ex'or.*	
1813.		By balance - - - -	$4,034 80¾
April 9		Received James Hunter in part of his note	100 00
May 28		Thos. Gardner in full of his bond	1,558 00
		Interest on $1,558 for five months -	45 43¾
June 29		Received from the cashier of the Augusta bank for the dividend of the 18th Nov'r, 1812, and of the 18th May last, on the twenty-five bank shares of the estate in said bank, *a* 3 50 per share - -	175 00
Dec'r 9		Received from the cashier of the Augusta bank for dividend of 18th ultimo, on the twenty-five bank shares of the estate for last six months, *a* 3 50 per shear -	87 50
"		Received from Fraser & Campbell nett proceeds of a cast iron chest, belonging to the	
1814.		estate, and sold by them - -	28 50
Feb. 20		Received of James Hunter in part payment of his note due estate - - -	225 00
			6,254 24½
		Paid out -	160 60¾
		Due the estate -	$6,093 63¾

The within examined and sworn to, the 4th day of April, 1814, and find vouchers for every item noted with the letter V near the left hand margin. JNO. SIMKINS, *O. E. D.*

So. Carolina, *Edgt. district.*

By O. Towles, Ord'y of said district.

I certify the within to be a true copy of the original return as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [seal.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office, on the oath of Wm. Ross, ex'or, the 4th day April, 1814.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No. 5.*)—Exhibit No. 5.

Dr. *The estate of Wm. F. Taylor, deceased, in account current with Wm. Ross, executor.* Cr.

1814.			
April 5	V	Paid Jno. Simkins, Ord'y, for examining account current - -	$1 25
1815.			
Feb'y 4	V	Paid tax on the estate's twenty shares in Augusta bank - - -	9 55
		Commiss'ns on $279 05, *a* 2½ per cent.	6 97½
		To amount balance due the estate -	6,299 77
		Dollars -	6,317 54

The within examined and sworn to, the 5th of April, 1815, and find vouchers for the letter V.

JNO. SIMPKINS, *O. E. D.*

1814.		
April 4	By balance - - - -	$6,049 29½
May 30	Cash received, being dividend on the estate's twenty-five shares in the Augusta bank, from the 26th November last, to the 16th instant, *a* 3 50 per share - -	87 50
June 1	Received of James Hunter in full of his note,	
1815.	with interest - - - -	93 25
April 1	Cash received for dividend on the estate's twenty-five shares in the Augusta bank, from the 16th May last to the 16th Nov. last - - - - - -	87 50
	Dollars -	6,317 54
	By balance due the estate -	$6,299 77

City of Augusta, 4th April, 1815. Sworn to before me, John Wilson, M. C. C.

WM. ROSS, *Ex'or.*

So. Carolina, *Edgt. district:*

By O. Towles, Or'dy of said district.

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d day [of] January, 1837.

O. TOWLES, [seal.] *O. E. D.*

(Endorsed.)—This account current rec'd in the Ordinary's office the 5th day of April, 1815. JNO. SIMKINS, *O. E. D.*

And afterwards, to wit, "at a rule term of the district court of the United States of America for the northern district of Alabama, held at the office of the clerk of said court, in the town of Huntsville, in said district, on the first Monday (being the third day of June, in the year of our Lord one thousand eight hundred and thirty-nine, and of American independence the sixty-third year,) an entry in said cause was made, as follows:

Order at rules and subpœna.

On motion, it is ordered that a subpœna in said cause be issued, returnable at the next rule term of this court." And thereupon, to wit, on the 10th day of June, eighteen hundred and thirty-nine, was issued a subpœna in said cause, in the words and figures following, to wit:

The subpœna.

The President of the United States of America to the marshal of the northern district of Alabama, greeting:

We command you to summon George M. Savage, (executor of the last will and testament of Samuel Savage, deceased) who is a citizen of the State of Alabama, residing in the northern district thereof, to be and appear at the next rule term of the district court of the United States of America for the northern district of Alabama, at the court house in the town of Huntsville, in said district, on the first Monday in said month, (July,) in the year one thousand eight hundred and thirty-nine, to answer the amended bill of complaint in chancery, preferred against him by Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, all of whom are aliens, residing in Scotland, and are subjects of the Queen of the United Kingdom of Great Britain and Ireland, a copy of which amended bill of complaint you will deliver to the said George M. Savage, executor, &c., as aforesaid.

Herein fail not, and have then and there this precept.

Witness the honorable William Crawford, judge of the district court of the United States, as aforesaid, this tenth day of June, A. D. [L. S.] one thousand eight hundred and thirty-nine, and of the independence of the United States of America the sixty-third.

Issued the 10th day of June, 1839.

Attest, B. T. MOORE,

Clerk of said district court.

Marshal's receipt and return.

"(Endorsed.)—Received 11th June, 1839. Executed 17th June, 1839.

"BENJ. PATTESON,
"*Marshal northern district of Alabama.*
"By his deputy, JOHN DOE."

And afterwards, to wit, at a rule term of the district court of the United States of America for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the said United States, at the office of the *the* clerk of said district, in the town of Huntsville, on the first Monday (being the fifth day) of August, in the year of our Lord one thousand eight hundred and thirty-nine, and of American independence the sixty-fourth year, the following proceedings were had in said cause, to wit:

Order at rules suggesting death of complainant, S. Taylor.

"In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, vs. George M. Savage, executor, &c., of Samuel Savage, deceased. Upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants of the death of Samuel Taylor, deceased, and upon the application of their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens, and subjects of the Queen of the United Kingdom of Great Britain & Ireland; the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainants in this cause, in the place of the said Samuel Taylor, deceased; and the bill and the amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased; and of William Primrose and George Porter, the husbands, as aforesaid, of the two daughters aforesaid, of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor.

Order at rules awarding citation to revive.

And upon the application of the said complainants it is ordered, that a copy hereof be made and served upon the defendant in this case."

The citation to revive.

And afterwards, to wit, on the tenth day of August, eighteen hundred and thirty-nine, was issued in said cause, a citation, in the words and figures following, to wit:

"The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

"Whereas, at the August rule day of the district court of the United

States of America for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceedings were had, to wit:

"In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, vs. George M. Savage, executor, &c., of Samuel Savage, deceased; upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants, of the death of Samuel Taylor, and upon the application, by their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland—the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainants in this cause, in the place of the said Samuel Taylor, deceased; and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands, as aforesaid, of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And upon the application of the said complainants, it is ordered, that a copy hereof be made and served upon the defendant in this case."

We therefore command you to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c., as aforesaid, and to make return thereof to the next rule day of the said district court to be held at the office of the clerk of said district court, on the first Monday in September next. Herein fail not.

Witness the hon. William Crawford, judge of the district court of the United States, as aforesaid, this tenth day of August, A. D. [L. S.] eighteen hundred and thirty-nine, and of American independence the sixty-fourth.

Issued the tenth day of August, 1839.

Attest, B. T. MOORE,
Clerk of said district court.

Marshal's receipt and return.

Marshal's receipt and return.—Received, 12 August, 1839. Not found in my district, 2 September, 1839.

BENJ. PATTESON, *M. N. D. A.*
By his deputy, JOHN DOE.

And afterwards, to wit, at a rule day of the district court of the United States of America for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the United States aforesaid, at the office of the clerk of said court, in the town of Huntsville, in said district, on the first Monday (being the second day) of September, in the year of our Lord

one thousand eight hundred and thirty-nine, and of the independence of the United States of America, as aforesaid, the sixty-fourth, the following proceedings were had in said cause, to wit:

Order at rules awarding alias citation to revive, &c.

"The citation, at the last rule day in said cause awarded against said defendant, not having been executed, an alias citation is now awarded, returnable at the next rule day of said court. And afterwards, to wit, on the third day of September, eighteen hundred and thirty-nine, was issued in said cause, an alias citation, in the words and figures following, to wit:

The alias citation to revive, &c.

The President of the United States of America to the marshal of the northern district of Alabama, greeting:

Whereas, at the August rule day of the district court of the United States of America for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceedings were had, to wit:

"In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, vs. George M. Savage, executor, &c., of Samuel Savage, deceased; upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants, of the death of Samuel Taylor, and upon the application of their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland; the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainants in this cause in the place of the said Samuel Taylor, deceased; and the bill, and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands, as aforesaid, of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And upon the application of the said complainants, it is ordered that a copy hereof be made and served upon the defendant in this case." And whereas the citation, issued pursuant to the proceedings aforesaid, returnable at the September rule day of the district court aforesaid, was returned, "not found," and whereas, at the said September rule day an alias citation herein was awarded, &c.:

We therefore command you, as heretofore, to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c., as aforesaid, and make return thereof to the next rule day of the district court afore-

said, to be held at the office of said district court clerk, in Huntsville, in said district, on the first Monday in October next. Herein fail not.

Witness the Hon. William Crawford, judge of the district court of the United States aforesaid, this third day of September, A. D. eighteen hundred and thirty-nine, and of the independence of the United States of America the sixty-fourth. [L. S.]

Issued the third day of September, 1839.

Attest:

B. T. MOORE,
Clerk of said District Court.

Marshal's receipt and return—(Marshal's receipt and return.)

"Rec'd 19 September, 1839. Not found. 7 Oct., 1839.

BENJ. PATTESON, *M. N. D. A.*
By his deputy, JOHN DOE."

And afterwards, to wit, on the nineteenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, was filed the answer of the said respondent, George M. Savage, executor of the last will and testament of Samuel Savage, deceased, to the amended bill of the said complainants, in the words and figures following, to wit:

The answer of defendants to the amended bill.

The answer of George M. Savage to the amended bill of complaint of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, heretofore filed by leave of district court of the United States, for the northern district of Alabama, to a bill of complaint exhibited by the said complainants on the first day of September, eighteen hundred and thirty-eight, on the chancery side of the said district court, against this defendant, as executor of the last will and testament of Samuel Savage, deceased, who is a citizen of the State of Alabama, residing in the northern district aforesaid. This defendant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception to the insufficiencies, uncertainties, and other imperfections and defects of the said amended bill, and not abandoning all or any of the facts or positions stated in his answer to said original bill, but hereby expressly relying and insisting on the same, as if again repeated, for answer to said amended bill, or unto so much thereof as this defendant is advised is in any way material or necessary for this defendant to make answer unto, he, this defendant, answereth and saith: that he supposes it to be true, that the domicil of the said William F. Taylor was in the State of South Carolina at the time of his death, and had been there for many years previous to that event; but this defendant is utterly and wholly ignorant whether the father and mother of the said William F. Taylor died before his death occurred or not; and if it shall be material for this defence, he requires strict proof of said allegation. This defendant also is ignorant whether or not the complainants are of kin to the said William F. Taylor, who died in the State of South Carolina as aforesaid, or not; and this defendant is utterly and wholly ignorant whether or not the complainants are the same persons men-

tioned in the will of the said William F. Taylor; and this defendant requires of the complainants full and strict proof of this allegation. This defendant, however, admits, from information which he believes to be true, that the said William F. Taylor did have a brother by the name of Samuel, and as sister by the name of Mary, but whether or not they were his only brother and sister this defendant does not know. This defendant is utterly and wholly ignorant whether or not the complainants, William, Alexander, and Elizabeth Rainey, are the issue, children, and increase of the sister of the said William F. Taylor, and he requires full and strict proof of this allegation; and this defendant, likewise, is wholly ignorant whether or not Mary Taylor, the sister of the said William F. Taylor, was ever lawfully married to any person whatever, or whether or not she ever had issue; and this defendant requires of complainants strict proof of this allegation. This defendant, also, is utterly ignorant whether or not the said William F. Taylor, at the time of his death, had kindred who were citizens of the United States of North America, or of any of the territories thereof, and leaves complainants to their proof upon this allegation. This defendant expressly denies that the complainant Samuel, and the said Mary, were the only heirs at law of the said William F. Taylor at the time of his death; on the contrary thereof, even if the complainant Samuel and the said Mary were the brother and sister of the said William F. Taylor, who died in the State of South Carolina, (and which this defendant does not in any wise admit,) yet, being aliens, they could not in any manner be the heirs at law of the said William F. Taylor to any estate situated within the United States, or the territories thereof; or in any manner, as such, entitled to the same. This defendant is utterly and wholly ignorant whether or not the said Mary Taylor was, at the time of the death of the said William F. Taylor, a married woman; or, if married, (which this defendant does not admit,) how long she continued so, or whether the time mentioned in the amended bill or not; and this defendant requires strict proof of this allegation in the bill. This defendant knows nothing of the death of the said Mary, or whether she is dead or living, or whether her husband, if she ever had any, (which is not admitted,) is dead or alive; and the defendant requires full proof of these allegations.

This defendant further answering saith, that he is utterly and wholly ignorant of the existence of any such persons as the complainants, William, Alexander, and Elizabeth Rainey, or whether all or any of them were infants under the age of twenty-one years at the time of the death of said Mary, if she is dead, (which is not admitted.) The defendant knows nothing whatever of the ages or births of the said William, Alexander, and Elizabeth Rainey, or whether they were born at the times mentioned in said amended bill or not; and this defendant requires of the complainants strict proof of this allegation. This defendant further answering saith, that it is true that Samuel Taylor, the brother of the said William F. Taylor, in the fall of the year eighteen hundred and fifteen, visited the State of South Carolina for the purposes mentioned

in said amended bill; but what representations were made to the said Samuel Taylor by the said Samuel Savage and McDowell, in regard to the estate of the said William F. Taylor, or whether those mentioned in said amended bill, this defendant is wholly ignorant, and requires of the complainants the strictest proof thereof, if it shall become material. This defendant, however, denies that any false or fraudulent representations were made to the said Samuel Taylor in regard to said estate by the said Samuel Savage; on the contrary thereof, this defendant has been informed, and verily believes, that the said Samuel Taylor, during his stay in the United States, was made well acquainted with the whole estate of the said William F. Taylor, and its management by his executor Samuel Savage, and was well pleased therewith, and so expressed himself. This defendant has heard and believes it to be true that said Matheson & Ross died about the times mentioned in the bill; but whether the said Ross was absent on a voyage to England at the time the said Samuel Taylor was in the State of South Carolina, as alleged in said amended bill, this defendant is wholly ignorant, and requires strict proof thereof, if it shall become material. This defendant further answering saith, that it is true, that while the said Samuel Taylor was within the State of South Carolina, he received of said Samuel Savage, as one of the executors of said will, during the months of February and March, eighteen hundred and sixteen, as part of said estate, the two sums of money amounting, altogether, to the sum of about ten thousand dollars, as mentioned in said amended bill; these two sums were received by the said Samuel Taylor for himself, and expressly as agent of his said sister Mary, jointly and equally, under a power of attorney, authorizing him so to do, a copy of which is herewith filed, marked X, and prayed to be taken as a part of this answer; the original of which complainants are hereby notified to produce and file, on final hearing of this cause, or this defendant will give other evidence of the contents thereof.

This defendant further answering saith, that it is utterly and wholly false, as he believes and feels well assured, that the said Samuel Savage, upon the payment of the above sum, or at any other time, either *falsely* or *fraudulently* represented to the said Samuel Taylor, that no interest ought to be paid thereon, because the same had been received by him in funds not suitable to be remitted to the said residuary legatees, and which he had deposited for a considerable period without receiving any interest or benefit therefor in the Bank of Augusta, in the State of Georgia; on the contrary thereof, this defendant has been informed, and verily believes, that the said Samuel Savage collected said money in funds then current, and at par value, in the State of South Carolina, and made a special deposit of the same for safe keeping, in the Bank of Augusta, in the State of Georgia, where the same remained without interest or benefit to the said Samuel Savage until, under an order of a court of equity, as mentioned in the answer of this defendant to the original bill, the same was loaned out at interest; and it is wholly false that no deposit of said money, as alleged in said amended bill, was made

in said Bank of Augusta; on the contrary thereof, this defendant has been informed and believes, that the said Samuel Taylor, during his stay in the States of South Carolina and Georgia, as aforesaid, was honestly and truly informed by the said Samuel Savage, that such deposit had been made, and was in the city of Augusta, and knew well, from personal examination, that such deposit had been made, and knew well what disposition the said Samuel Savage had made of said money; and thereupon, in reference to said interest, executed the agreement mentioned by this defendant in his answer to the original in this cause, and to which he now refers, and avers the same to be correct and true, so far as it regards said agreement and interest. It is wholly false and untrue that the said Samuel Savage ever made any misrepresentation in regard to the said money, or the interest thereon, either to the said Samuel Taylor, or other person whatever; nor was the said Samuel Taylor in any manner cheated or defrauded in reference thereto; nor did the said William Primrose, the pretended agent of the complainants, ever at any time discover any such fraud, falsehood, or untrue representation, or that any such had ever been made by the said Samuel Savage; on the contrary, said allegations are wholly false.

It is utterly false that the said Samuel Savage made any interest, or derived any gain, from said money for which he did not honestly account to the said Samuel and Mary Taylor; nor was the sum of two thousand dollars, or any other sum, "fraudulently" withheld at the time of said payment by the said Samuel Savage; nor are the complainants entitled to said sum of money, or any other sum, as alleged in said amended bill; on the contrary thereof, the said pretended claim for interest is altogether unfounded. The aforesaid agreement in reference to interest, specially mentioned in the answer of this defendant to the original bill in this cause, was made by the said Samuel Taylor expressly for himself and his said sister Mary, under the power conferred upon him in the said power of attorney, marked X, and other full powers in him vested. This defendant admits that the legal interest of the State of South Carolina, at the time of said transactions, was, and is, seven per centum per annum. But it is utterly false that the said Samuel Savage did not furnish the said Samuel Taylor, on his visit, with an account of the said estate, or with a statement of his transactions relative thereto; on the contrary thereof, the said executors had made out and returned to the office of the said court of ordinary, for the said district of Edgefield, a full and complete inventory and account of sales of said estate, long before the said Samuel Taylor arrived in the State of South Carolina, as will appear by the answer of the defendant to the original bill, and the exhibits thereto attached, with which inventory and account of sales, the said Samuel Taylor, as this defendant has been informed and believes, was made well acquainted; also, the said Samuel Savage had made regular and legal settlements with the said court of ordinary, from time to time; with all which, the said Samuel Taylor, as this defendant has been informed and believes, was made well acquainted up to the time when the said Samuel Taylor left the State of South Carolina; after which time the attorney

and agent of the said Samuel Taylor and Mary, his sister, and which agent lived in the said city of Augusta, was furnished from time to time, by the regular and legal returns of the said Samuel Savage made to the said court of ordinary, with all that had been done by him in reference to said estate. Moreover, this defendant has been informed, and believes, that the said Samuel Taylor, for himself and his sister Mary, during his stay in the States of South Carolina and Georgia, settled personally with the said Samuel Savage for so much of said estate as was in a condition to be then settled, and that said Samuel Savage then fully accounted with him therefor, and that after his departure, the agent and attorney of the said Samuel and Mary Taylor, Adam Hutcheson, in like manner, settled personally with the said Samuel Savage fully, in regard to the residue of said estate; which settlements were also examined by the said court of ordinary, and being in all things correct, were made records of said court. This defendant, however, cannot state positively that the said Samuel Savage made out and transmitted to the said Samuel and Mary Taylor, in Scotland, an account of said estate, and a statement of his transactions relative thereto; but he has every reason to believe, and does believe, that the said Samuel Savage did make out and transmit to them such account and settlement soon after the final settlement of said estate, in the year eighteen hundred and eighteen. This defendant has been informed and believes, that the said Samuel Taylor left the State of South Carolina, in the spring of the year eighteen hundred and sixteen; but whether he then, or since, left the United States and was never therein since, this defendant does not know, but is wholly ignorant thereof, and requires strict proof of said allegations; and this defendant is equally ignorant of the truth or falsehood of the allegation in said bill, that "neither of the other complainants, nor their father, nor mother, were ever in the United States," and requires strict proof upon this subject. It is true that all of the said executors, except the said Samuel Savage, lived in the State of Georgia; but it is wholly false, "that all the personal property in the State of South Carolina, and all the proceeds of said estate, both real and personal in said State, except a sum amounting to between three and four thousand dollars, came into the hands of, and were received by, the said Samuel Savage, executor as aforesaid;" on the contrary thereof, the said William Ross, one of said executors, made a return to the said court of ordinary of the sum of thirteen thousand six hundred and forty-five dollars sixty-five and three-fourths cents, of notes, bonds, and other effects of said estate in his hands, as will appear by the records of said court of ordinary, and the said Duncan Matheson received from said estate, mostly in cash, the sum of thirty-six hundred and six $\frac{74}{100}$ dollars, as appears by the records of said court, and what other sums or effects were received and accounted for by the said other executors, this defendant does not know. This defendant does not know where the persons lived from whom the said Ross collected the large sums of money returned by him, and accounted for to the said court of ordinary; but the sums so collected were mostly, if not entirely, part of the estate in South Carolina.

This defendant further answering saith, that he is utterly and wholly ignorant whether or not the said Samuel Taylor, on the fifth day of April, eighteen hundred and seventeen, or at any other time before or since, wrote the letter to the said Samuel Savage mentioned in said amended bill, urging him to remit money, &c. This defendant has not the possession or control of said letter, nor did he ever have. He has never seen or heard of the same, nor did he ever hear the said Samuel Savage speak of or mention any such letter; and this defendant requires strict proof of the fact that such letter was written. This defendant is equally ignorant whether or not the said Samuel Savage answered said letter by his letter, bearing date S. Carolina, Abbeville district, September 26th, 1817, and marked exhibit I in said amended bill; nor does this defendant know whether or not the said Samuel Savage ever wrote any such letter as exhibit I, mentioned in said amended bill; or if any such letter were written, (which is not admitted,) does this defendant know or admit the contents thereof to be as stated in said amended bill; on the contrary thereof, this defendant is utterly and wholly ignorant of all the allegations in said amended bill in reference to said letter, and requires the original to be produced, with strictly legal proof thereof. This defendant denies that said letter, if proved to have been written by the said Samuel Savage, and which this defendant requires to be strictly done, contains any such statement as that "he (the said Samuel Savage) was then *without* any funds of said estate, except the sum of one thousand and twenty-three dollars in uncurrent money, which he could not get rid of," as falsely and fraudulently alleged in said amended bill; nor if said letter contained such allegation, (which it does not,) does this defendant admit the same to be either "false" or "fraudulent;" on the contrary thereof, if said letter should be proved to have been written by the said Samuel Savage, this defendant has the most entire confidence in the truth of his statement; and if said letter shall turn out to be genuine, which is not admitted, then this defendant verily believes that it is wholly false that the said Samuel Savage either "falsely" or "fraudulently" represented he would only be enabled to pay the said sum of three or four thousand dollars, out of the proceeds of the sale of a tract of land belonging to himself; on the contrary, if the said Samuel Savage made any such statement as ascribed to him in said letter, this defendant has no doubt of the truth thereof.

This defendant further answering saith, that it is utterly and wholely false that the said Samuel and Mary Taylor, and her husband, never received any money afterwards from the said Samuel Savage, as falsely alleged in said amended bill; on the contrary thereof, this defendant expressly states, as he has before stated in his answer to the original bill, that the said Samuel Taylor, before he left the State of South Carolina, having full power to act for the said Mary Taylor and her husband, executed for himself and them a power of attorney, by which they expressly constituted the said Adam Hutcheson their attorney and agent in fact, to act for them in relation to said estate, and to receive whatever might be coming to them from the said Samuel Savage, as such executor; and

that the said Adam Hutchison accepted said agency, and during the period he was such agent, came to a final settlement with the said Samuel Savage, relative to all his transactions with said estate as executor thereof or otherwise; and upon such final settlement, the said Samuel Savage paid to the said Adam Hutchinson, the said sum of ten thousand and thirty-seven dollars and thirty-six and one-fourth cents, being all that was due from the said Samuel Savage to the said residuary legatees; and this defendant has been informed and believes, that the said Hutchinson paid the same to the said residuary legatees.

This defendant further answering saith, that he supposes it to be true that the statute law of South Carolina, at the time when the said Samuel Savage became executor as aforesaid, and from thence to the present time, requires that an executor shall make not only annual settlements, but a final settlement with the proper court of ordinary; but whether it requires notice to be given of said final settlement, as stated in said amended bill, this defendant does not know. But this defendant expressly states, that the said Samuel Savage not only made annual settlements of his said executorship with the said court of ordinary, for the said district of Edgefield, but that he made a final settlement of all his business with said estate before the said court of ordinary, and that said court is and was then the proper court to receive and make said annual and final settlements in and before; and this defendant has no doubt that the said Samuel Savage done all that was necessary, from time to time, to make said settlements valid according to the laws of South Carolina; and that if any notice of the time and place of said final settlement was required by the law to be given, this defendant has no doubt the same was given; but it cannot be expected of this defendant, after so many deaths and such great lapse of time, to prove the same. Moreover, the said final settlement was made with and in the presence of the said Adam Hutcheson, who was the attorney and agent of the said Samuel and Mary Taylor, and her husband, and no notice whatever of such settlement was at all necessary or required by law in such case, whatever may be the law generally. It is wholly false "that the said Samuel Savage never made any final settlement of his accounts as executor as aforesaid," as will appear by the records of said court of ordinary, and other proof, which will be furnished in this cause. He is utterly ignorant whether any notice of such final settlement was published in any newspaper in the State of South Carolina, but has no doubt, if required by law, the same was done. It is true that, after said final settlement was made, and in the month of April or May, eighteen hundred and eighteen, the said Samuel Savage removed from the State of South Carolina, and was never in said State afterwards.

The defendant further answering saith, that if it shall be proved that the said Samuel Savage wrote the letter aforesaid, marked I, still it is wholly false that the said Samuel Savage "fraudulently represented that it would be a waste of the estate of his testator to pay any further attention to the lands in Kentucky;" on the contrary, this defendant has no doubt that the said Samuel Savage at all times acted with perfect honesty

and good faith in regard to the whole of said estate, and especially in relation to the said Kentucky lands; and this defendant has no doubt but that the said Samuel Savage always regarded the title of the said William F. Taylor to said lands as desperate; and this defendant verily believes that such was the fact, and that said pretended title was worthless; and the said Samuel Savage never would have gone to the State of Kentucky, or in any way intermeddled with said lands, but some of the tenants on the same, shortly before he left the State of South Carolina, visited him for the purpose of bringing about a compromise; and the said Samuel Savage, in doing what he supposed best for the estate of the said William F. Taylor, went to the State of Kentucky, and in good faith disposed of a portion of said lands, as shown in the answer of this defendant to the original bill. The defendant is utterly and wholly ignorant at what time the said Samuel Savage ceased to address letters to the said Samuel and Mary Taylor, but he believes it to be utterly and wholly false that "Samuel Taylor continued to write letters to him from time to time, for a number of years, urging a settlement of said business, and to furnish an account," &c. On the contrary thereof, this defendant does not believe that the said Samuel Taylor wrote any such letters, either to the post office in South Carolina, or elsewhere. He feels very confident that no such letters were received by the said Samuel Savage; and he feels equally confident that the said Samuel and Mary Taylor knew well of the said final settlement shortly after the same was made, and regarded said estate as finally settled, and knew well of the removal of the said Samuel Savage from the State of South Carolina. This fact was well known to the agent of the said residuary legatees, and there was much intercourse between the neighborhoods of the said testator, and of the said Samuel and Mary Taylor.

It is wholly false, therefore, that the complainants and the said Mary and her husband, if she had any, were ignorant of the removal of said Samuel Savage from the State of South Carolina, and never discovered the same until the time mentioned in said amended bill. This defendant does not know whether or not the said residuary legatees were ignorant of the sale of a portion of the Kentucky lands, until the discovery as mentioned in the amended bill; but this defendant expressly denies that the said Samuel Savage fraudulently concealed, from the said residuary legatees, the said sale of a portion of said Kentucky lands, and his receipts therefor; on the contrary thereof, the said Samuel Savage acted in good faith in regard to said lands and receipts; and the sum so received being very inconsiderable, the said Samuel Savage did not think it worth the expense and trouble of returning to the court of Ordinary in South Carolina; and, in fact, not more than sufficient to compensate him for his trouble in attending to said lands. And this defendant expressly states that he is not bound to account therefor, nor was the said Samuel Savage, in his lifetime, bound to do so; nor have the complainants, in any event, any manner of title thereto, as will appear by his answer to the original bill, to which he now refers, and avers the same to be true in all things in regard to said lands.

The defendant does not know whether the said William Primrose is the agent of the complainants or not, and, if their agent, he does not know their motives in sending him to the United States, or at what time he arrived; he knows nothing of his going to Kentucky in the month of November or December, eighteen hundred and thirty six, and then, for the first time, discovering the said two deeds for a portion of the said Kentucky lands, and of his afterwards going to the State of South Carolina, where, in January, eighteen hundred and thirty-seven, he ascertained that the said Samuel Savage resided in the State of Alabama: of these allegations defendant is wholly ignorant, but he believes it to be wholly false that the said residuary legatees did not know the residence of the said Samuel Savage until ascertained by said Primrose; on the contrary, he believes that the said Samuel and Mary Taylor were informed and knew well the residence of the said Samuel Savage, shortly after he left the State of South Carolina, and also his residence in Alabama shortly after his removal to that State.

This defendant further answering saith, that it is true, that in the month of June, eighteen hundred and thirty-seven, the said Primrose had an interview with the said Samuel Savage, at his residence in Lauderdale county, Alabama, and communicated to him his pretended agency. But it is utterly and wholly false that the said Samuel Savage, in that interview, or at any other time, made to said Primrose any false or fraudulent representations in regard to the said estate; on the contrary thereof, he made a full and fair disclosure to said Primrose of all that had been done by him in regard to said estate. It is untrue, that he either "falsely" or "fraudulently" affirmed that he had finally settled his accounts, in the State of South Carolina, with the proper court of Ordinary; on the contrary, this defendant expressly states that the said Samuel Savage did affirm that he had made such final settlement, and such was and is the fact; but he was guilty of no fraud or falsehood in reference to said final settlement. It is wholly false, that the said Samuel Savage represented to the said Primrose that he had never been in the State of Kentucky, subsequent to the year eighteen hundred and sixteen; had never sold any of the said lands in Kentucky, or received any thing therefor, and that said lands were valueless; on the contrary, these allegations are wholly unfounded. It is equally untrue, that the said Samuel Savage was guilty of any of the other prevarications or misrepresentations, falsely alleged in said amended bill; on the contrary, the said Samuel Savage gave said Primrose a full statement of the consideration obtained for said Kentucky lands. Defendant knows of the said Primrose showing to the said Samuel Savage copies of the said deeds for the lands in Kentucky, for this defendant was personally present during the whole of said interview, and heard and knows well what actually transpired between the said Primrose and the said Samuel Savage; but the said Primrose exhibited said deeds as evidence of the title of the said William F. Taylor to said lands, insisting that if the title had not been in said Taylor the lands could not have been sold for any such price, and that said Samuel Savage should be liable for neglect in not

recovering said lands, as he might have done; on the contrary, the said Samuel Savage denied all neglect or liability for said lands, and expressly told said Primrose that the title of the said William F. Taylor to said lands was not valid, and that what he had received for said lands would not more than pay his expenses and trouble. The said Samuel Savage told the said Primrose that he had often heard that the said William F. Taylor only gave the small sum of four hundred dollars for his claim to said lands in Kentucky, and that said Taylor always esteemed the claim as invalid. The said Primrose, upon that occasion, did not pretend to deny the agency of said Hutcheson to settle the estate in South Carolina, and all the papers in reference to the estate in South Carolina, so far as they were in possession of the said Samuel Savage, including *of* the receipts of said Hutcheson, were shown to the said Primrose; nor did the said Primrose, so far as respondent recollects, then set up any claim, except for some interest, as to any part of the estate in South Carolina, but only as to the said Kentucky lands. It is true that, in regard to these lands, the said Primrose did offer to refer all the matters in difference to arbitrators, but it is wholly untrue that the proposition embraced any other part of the estate of the said William F. Taylor. To this proposition the said Samuel Savage replied, that he would take the advice of some legal friend before he *done* any thing in the matter; and it is utterly false, that the said Samuel Savage ever agreed to refer said difference to arbitrators. It is true, that the said Primrose did say that he would give the said Samuel Savage forty days to deliberate on said proposition. Immediately after the said interview had taken place, the said Samuel Savage sent for Peter Anderson, esq., an attorney at law of Florence, Alabama, whose legal advice he obtained in regard to said proposition; and on Tuesday after the interview aforesaid, with the said Primrose, and before he had left the town of Florence, he was informed by said Anderson that the said Samuel Savage would not acceede to said proposition, and was entreated by said Samuel Savage, if he intended to sue at all, to do so in his lifetime, that he might defend the same.

This defendant does not know at what time the said Primrose employed James W. McClung, esq., or what power or authority he conferred upon him in regard to said estate; nor does this defendant know what instructions he received relative to the prosecution of suits against the said Samuel Savage, in the event he failed to acceede to said proposition; nor does this defendant know any thing of the allegation in said amended bill, that the said Samuel Savage was informed presently, afterwards, that said authority was given to the said James W. McClung.

This defendant expressly states, that the said Samuel Savage, in order to have the said business settled in his lifetime, and to cause said Primrose to bring a suit in his lifetime, if he intended to sue at all, went by the way of Huntsville about the first of July, in the year eighteen hundred and thirty-seven, on his way to the Springs at McMinville, Tennessee, and sent to the office of the said James W. McClung, and had an interview with him at the tavern in Huntsville, and specially inquired of him

if he had authority to bring suit on behalf of the complainants, when he denied the same; whereupon, the said Samuel Savage expressly told the said McClung that he never would compromise said claim, and that he was conscious he would live but a short time, and entreated him, if said Primrose intended to sue, to do so immediately, in his lifetime, and told said McClung where he was going, and requested him, as an act of kindness, if at any time a suit was to be brought, to write him, and he would immediately return, that process might be served upon him without delay.

It is true that the said Samuel Savage died at the time, and that defendant qualified as his executor at the time mentioned in said amended bill, but this defendant believes that it is wholly false that said suit would have been commenced earlier but for the death of the said Samuel Savage; on the contrary thereof, this defendant verily believes, if the said Samuel Savage had lived, the said suit would never have been commenced.

It is utterly false, that "after the said Samuel Savage removed from the State of South Carolina he received from his agent various sums of money, collected from the debtors of the estate of the said William F. Taylor, amounting to at least ten thousand dollars;" on the contrary, no such sum, or any other sums, were so received, either from his agent or otherwise, but all the money ever received by the said Samuel Savage, as such executor, was truly accounted for and paid over as aforesaid, before he left the State of South Carolina, and he received nothing of said estate from South Carolina after he left there.

This defendant knows nothing of the truth or falsehood of the allegations contained in said amended bill, relative to the ledger and cash book kept by the said William F. Taylor in his lifetime, and requires strict proof thereof; and, even if said books should be proved to be genuine, he denies expressly that they are legal or competent evidence of the existence of the accounts charged therein, or that they afford any legal evidence whatever of the indebtedness of the said Samuel Savage, or that he received any cash from the said estate of the said William F. Taylor; and, finally, this defendant denies that the said Samuel Savage was indebted to the said William F. Taylor at the time of his death, as charged in said original and amended bill, or that he received cash left by the said William F. Taylor, as there stated, except such sums as are truly accounted for to the said court of Ordinary.

This defendant further answering saith, that he is utterly ignorant whether or not the said Samuel Savage ever wrote the letter dated "North of Ireland, February 21st, 1811," and marked No. 2, as alleged in said amended bill, and requires strict proof thereof. He denies that said letter if proved to have been written by the said Samuel Savage, shows any indebtedness on the part of the said Savage to the said William F. Taylor; and if any such indebtedness should, in the opinion of the court, be established, then this defendant states that he has no doubt that the said Samuel Savage fully settled the same with the said William F. Taylor, in his lifetime, and that no part thereof was due at the death of

said Taylor. It is wholly untrue, that either the sums mentioned on said books, or the said sum of eight hundred and sixty dollars, was never accounted for, if at any time due.

This defendant states that he believes it to be utterly false, that the said residuary legatees were ignorant of the said letter and the charges upon said books until they were obtained by their said agent, as alleged in said amended bill; on the contrary, the defendant feels very confident that the said Samuel Taylor, when in the State of South Carolina, had free access to the books, papers, and letters of the said William F. Taylor, and, as he believes, was well acquainted therewith.

The defendant is informed and believes that the said Samuel Savage, during some portion of the time he lived in the State of South Carolina, had a store at a place called "North of Ireland," but at what time, or whether he resided there, defendant does not know.

This defendant does not certainly know that the said Primrose had seen and know of the sale bill and inventory of notes, bonds, and accounts of said estate, as returned to the proper office of said court of Ordinary, before the filing of the original bill in this cause; but he has good reason to believe, and does believe, that he had such information, and fraudulently concealed and suppressed the same when he filed said original bill, as the said Primrose, in the interview which he had with the said Samuel Savage, as aforesaid, informed him of the amount of said sale bill.

This defendant expressly states, that he is informed and believes that the said sale bill and inventory, last aforesaid, were on file in said office, with the other papers of said estate, in the usual desk and place for keeping such papers, and that said Primrose, before the filing of said original bill, was in said office for several days taking extracts from the papers of said estate in said office.

This defendant further states, that he is informed and believes that it is not required, nor is it the practice, under the laws of South Carolina, to record the sale bill and inventory of notes, bonds, and accounts of estates, but that the same are regularly filed in said office, and become and remain from thence matters of record, to which every one that chooses has free access; and that it is utterly and wholly false that the said residuary legatees did not know of the existence of said sale bill and inventory until after this defendant filed his answer to the original bill in this cause; on the contrary thereof, this defendant has been informed and believes, that the sale bill and inventory aforesaid were examined and well known to the said Samuel Taylor when in the State of South Carolina, in eighteen hundred and fifteen and sixteen, and also to the said Adam Hutcheson, the agent of the said residuary legatees, and even to the said Primrose, long before he came to the State of South Carolina. And defendant has been informed and believes that the Ordinary of said District of Edgefield informed the said Primrose, by letter, of the existence of said sale bill and inventory; all of which the said complainants and said Primrose well knew, and fraudulently concealed and suppressed.

This defendant further answering saith, that the charge in said amended bill that "twenty-two negroes, and other property, of the value altogether of about thirteen thousand dollars of the property noticed in the inventory, of which a copy is exhibited with their said original bill, and which were of the assets in the State of Carolina, are not included in said sale bill," is utterly and wholly false, as will be seen by an authenticated copy of said sale bill, herewith filed, marked exhibit Y, and prayed to be made a part of this answer. On the contrary thereof, all the said negroes, and other property included in said inventory, were duly sold by the said executors, and returned in said bill to the proper office; and so much of the proceeds thereof as was received by the said Samuel Savage, were legally accounted for by him in his annual settlements to said office; and this defendant supposes that the other executors, in like manner, accounted for so much of the proceeds of said sale as came to their hands. It is wholly false that the said negroes, and other property, so far as they came into the hands of said Samuel Savage, were not accounted for to the said court of ordinary, or otherwise; and it is equally false that "the said negroes, and other property, came into the hands of the said Samuel Savage, were sold by him, and the proceeds of the sales thereof received by him." On the contrary thereof, a portion of said negroes and property came into the hands of the other executors, were sold by them jointly with the said Samuel Savage, and the proceeds received by them, and for which the said Samuel Savage was and is not accountable. It is wholly false that the said Samuel Savage "fraudulently concealed the said sales and receipts from the said residuary legatees," or any other person, or that "they were ignorant thereof until the same was discovered as aforesaid." On the contrary thereof, the said Samuel Savage well and truly accounted for all the sales and receipts of said negroes, and other property, so far as the same came to his hands. It is true that the sales and sale bill were made, returned, and filed jointly by all of said executors, but the sale notes, bonds, and accounts, were apportioned among said executors at the sale for collection. This defendant says that he is not able to state what part of the negroes, and other property, included in said inventory, were of the assets of said William F. Taylor, in the State of South Carolina, and he is wholly and utterly ignorant of what portion thereof came to the hands of the said Samuel Savage, and the other executors, except from what appears from the records of said court of ordinary. He does not know in what proportions the said property, and the notes, bonds, &c., the proceeds of sales thereof, were apportioned to said executors, except what appears from said records. This defendant does not know whether the said inventory was the inventory of the said Samuel Savage and Matheson only or not; but he has good reason to believe, and does believe, that the said inventory was made by all of said executors. This defendant states, that when he was preparing the answer filed by him to the original bill in this cause, he had in his possession two papers, each purporting to be copies of the sale bill of said estate from the records of the said court of ordinary, in said district of Edgefield, both of which

were certified by O. Towles, ordinary of said district, to be true copies of said sale bill, only one of which was authenticated as required by law. He was advised by his counsel to file with his said answer, as an exhibit, the one so authenticated; and having previously carefully examined the one not so authenticated, and compared the same with the said inventory, and finding that the property mentioned in said inventory was truly accounted for in said sale bill, and having examined some of the items mentioned in the paper so authenticated, and finding that they answered to the same items in the inventory, and seeing that the sum of twenty-four thousand and eleven dollars and forty-six cents constituted the aggregate amount of both of said sale bills when added, he concluded that the same were both true copies from the records of the said court of ordinary, and made no further examination, and never discovered his mistake until the amended bill of the complainants was filed, and a copy thereof served upon him. He now finds that the said ordinary, in copying the paper so authenticated as a sale bill, and filed as an exhibit in said answer, in the hurry of business, omitted to insert therein the "twenty-two negroes, and other property," mentioned in said amended bill. This defendant, since he filed said answer, has seen the records of said court of ordinary, and knows from personal observation that the said "twenty-two negroes, and other property," is accounted for in the sale bill of said estate; and the said O. Towles informed this defendant of the mistake, and is ready to testify to the same; and this defendant is very confident that the said Primrose, the pretended agent of the complainants, at the time he filed said amended bill, knew well that the said "twenty-two negroes, and other property," had been accounted for in said sale bill, but fraudulently and falsely, as in many other instances, affirmed the contrary, hoping, from the *staleness* of the transaction, that the defendant could not defend himself against the said false and fraudulent charges. The slightest examination of the said exhibit would at once have detected the mistake. This defendant is utterly and wholly ignorant whether or not the said Matheson died before the debts for which said property was sold were collected, or become due, and requires strict proof thereof. This defendant admits that exhibit M, filed with said amended bill, is a true copy from the records of the said court of ordinary; but whether the effects therein mentioned were the "only" assets of said estate, received by the said Duncan Matheson, this defendant is utterly and wholly ignorant, and requires proof thereof. This defendant supposes the exhibits marked 3, 4 and 5, in said amended bill, are copies from the records of the said court of Ordinary, but whether or not said exhibits constitute copies of the "only settlements which the said Ross made with the said court of Ordinary, this defendant is wholly ignorant, and requires full proof thereof if material for his defence; he denies expressly that said "three" settlements "include all the transactions" of the said Ross as executor of said estate; on the contrary thereof, as before stated, the said Ross, on the first day of February, eighteen hundred and twelve, returned a schedule of notes and other claims belonging to said estate, amounting to the sum of thirteen thou-

sand six hundred and forty-five dollars sixty-five and three-fourth cents, to the said court of Ordinary, then in his hands as such executor; and what other and further assets of said estate were in the hands of said Ross, this defendant is wholly ignorant. This defendant is utterly ignorant whether or not the said Patrick McDowell ever returned any account to the said court of Ordinary. This defendant denies, expressly, that the lands of the estate in South Carolina sold for a large sum; on the contrary thereof, this defendant has been informed and believes that said lands were of very little value, and defendant is wholly ignorant of what portion of the proceeds of the sale of said lands come into the hands of said Samuel Savage, and requires strict proof thereof; he is utterly ignorant of the proceeds of lands in South Carolina, except what is accounted for in said records, and he has no doubt that the said Samuel Savage honestly accounted for every cent received by him for the sale of said lands. It is wholly false, as alleged in said amended bill, "that about three thousand dollars, proceeds of the sale of property mentioned in said sale bill, was collected by the said Samuel Savage and has never been paid over or accounted for" by him; on the contrary thereof, this defendant has been informed and believes, and has no doubt, that every cent so collected was honestly and truly accounted for and paid over by the said Samuel Savage before he left the State of South Carolina. It is wholly false that the said sum of money, or any other sum, was fraudulently concealed from the complainants by the said Samuel Savage; on the contrary, the said allegation is wholly false, and the defendant requires strict proof thereof. It is utterly and wholly false, as alleged in said amended bill, that the said Samuel Savage collected of the bonds and notes of said estate, which came to his hands, the amount of about four thousand seven hundred dollars, or any other sum, and never accounted therefor; on the contrary thereof, many of said claims, as returned in said list or inventory of notes, were barred by the statute of limitations, and insolvent in the lifetime of the said William F. Taylor, and could never be collected; and this defendant has no doubt but that the said Samuel Savage collected all that could be realized, and accounted for every cent thereof to the said court of Ordinary and said residuary legatees. It is wholly false, that the said Samuel Savage fraudulently concealed from the said residuary legatees the fact that said bonds and notes came to his hands, or that they were ignorant thereof, as alleged in said amended bill; on the contrary thereof, the said list of notes and bonds were returned and filed of record in the said court of Ordinary by the said Samuel Savage and William Ross, two of said executors, in the year eighteen hundred and twelve, and were accessible to the said Samuel Taylor when in South Carolina, in the years eighteen hundred and fifteen and sixteen, and to the attorney of the said residuary legatees after his departure; and this defendant has no doubt was often seen and examined by both. Moreover, the settlement of the accounts of the said Samuel Savage came annually under the immediate examination of the said court of Ordinary, who knew well what claims were or could be realized. This defendant does not know what portion of said notes and bonds came to the hands of the said Samuel Savage.

This defendant is ignorant whether or not the said Samuel Savage and the said other executors gave any bond for the faithful execution of their trusts as said executors, in South Carolina, or not, and requires proof of said allegation. He admits that the legal rate of interest in the State of Kentucky was, and is, six per centum per annum, as alleged in said amended bill. Defendant is ignorant whether or not a suit could have been maintained against the said Samuel Savage in the State of South Carolina, since his removal from that State, by the laws of said State, and leaves the complainants to such proof as they can make upon this allegation. The defendant is advised by his counsel that however this may be, no suit could legally have been maintained in the courts of the State of Alabama, against the said Samuel Savage, relative to the matters alleged in said bill and amended bill, in his lifetime, nor can the same be sustained against this defendant since his death, as his executor, and that this court has no jurisdiction of the said matters set forth and alleged in said bill and amended bill; and this defendant pleads and relies on all the matters and things by him alleged in his answer to the original bill in this cause, as a bar to any and all relief sought by the complainants in the said bill and amended bill.

And this defendant further saith, that if the complainants, or either of them, ever had any cause of suit against the said Samuel Savage in his lifetime, or against this defendant since his death, for or concerning any of the matters, transactions or dealings, in the said bill and amended bills of complaint mentioned, (which this defendant doth in no sort admit, but on the contrary expressly denies the same,) the same did accrue or arise above six years before the filing of said original bill, and above six years before the death of the said Samuel Savage, and above six years before serving this defendant with any process to appear to and answer the same.

And this defendant further saith, and doth aver, that the said Samuel Savage did not at any time within six years before his death, nor within six years before the filing of the complainant's said bill of complaint, nor within six years before this defendant was served with process to appear and answer thereto, ever promise or agree to come to any account for, or to pay, or any ways satisfy the said complainants, or either of them, any money for or concerning any the matters, transactions, or dealings in the complainant's said bill and amended bills of complaint charged or alleged; nor did this defendant, as executor of said Samuel Savage, ever make any such promise or agreement; and therefore this defendant doth plead and rely upon the statutes of the State of Alabama made for the limitation of suits and actions, and prays the benefit of all such acts. All which matters this defendant doth aver and plead in bar of the complainant's said bill and amended bill, and of the complainant's pretended demands for which they seek to be relieved by said bills; without that, that any other matter or thing in the said complainant's said bills of complaint contained, material or necessary for this defendant to make answer unto, and not herein or hereby well and sufficiently answered unto, confessed and avoided, traversed or denied, is true. And

this defendant having fully answered said bill and amended bill, humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

A. WRIGHT, *Pulaski, Tenn.*
EDMUND DILLAHUNTY,
JAMES FULTON, *Fayetteville, Tenn.*
S. W. PROBASCO, *Florence,*
Solicitors for defendant.

WILLIAM W. HOLT, attorney and agent for defendant, Augusta, Georgia.

F. H. WARDLAW, attorney and agent for defendant, Edgefield court-house, South Carolina.

DAVID L. WARDLAW, attorney and agent for defendant. Abbeville court-house, South Carolina.

UNITED STATES OF AMERICA,
Northern district of Alabama:

Before me, Benjamin T. Moore, clerk of the district court of the United States of America for the northern district of Alabama, this day personally appeared George M. Savage, executor, &c., of Samuel Savage, deceased, and made oath that the statements in the foregoing answer, as of his own knowledge, are true, and those made from the information of others he believes to be true. GEORGE M. SAVAGE.

Subscribed and sworn before me, this 19th September, 1839.

B. T. MOORE, *Clerk D. C.*

(Endorsed.)—" Filed 19th September, 1839.

" Teste: B. T. MOORE, *Clerk D. C.*"

(Exhibit X.)—Exhibit X.

Mary Taylor and husband to Patrick McDowell and Samuel Taylor.

To all and sundry to whom these presents shall come: Mary Taylor, otherwise Rainey, spouse of William Rainey, preacher of the gospel in the parish of Drumblade, and county of Aberdeen, and lawful daughter of the deceased Samuel Taylor, of Drumdollo, in the parish of Forgue, and county of Aberdeen aforesaid, and Elizabeth Forbes, his spouse, also now deceased, with consent of my said husband, and the said William Rainey for myself, my own right and interest. Whereas, William Forbes, of Philadelphia, brother germane of the deceased Elizabeth Forbes, my mother, died some time ago intestate, possessed of certain houses in the city of Philadelphia, and houses and land in and about the village of Germantown, and certain lands in the State of Kentucky, to all which Nathaniel Forbes, his son, also now deceased, succeeded, subject to the dower of Mrs. Mary Forbes, his mother; that the said Nathaniel Forbes having also died intestate, the said Elizabeth Forbes, my mother, came to have right to the lands and houses aforesaid, and she having also died intestate, I, the said Mary Taylor, and Samuel Taylor, of Lessendrum, in the parish of Drumblade and county of Aberdeen aforesaid, my brother, being the only surviving children of the

said Elizabeth Forbes, and the only heirs and representatives of the said William Forbes and Nathaniel Forbes, his son, have now the sole right to the lands and houses aforesaid, and all other subjects, means, and estate, wheresoever situated, which belonged to the said William and Nathaniel Forbes, subject always to the said Mrs. Mary Forbes. And whereas, William Forbes Taylor, of Campbelltown, in South Carolina, my brother, died some time ago, leaving a will, by which he appointed William Ross and Duncan Matheson, both now deceased, and Patrick McDowell, of Savannah, and Savage, of , his executors, and bequeathing to me and my said brother Samuel the whole of his residuary estate. And whereas, it is requisite and necessary that I authorize some proper person or persons to manage and recover for my behoof my share of the property aforesaid: Therefore, know ye, that I, the said Mary Taylor, with the consent of my said husband, and I, the said William Rainey, for my own right and interest; and we, both with one consent, have made, constituted, and appointed, and by these presents make, constitute, and appoint, the said Patrick McDowall and Samuel Taylor, jointly and severally, to be our true and lawful attorneys, giving, granting, and committing to them, and either of them, full power and authority for us and in our names, and for our behoof, to ask, demand, sue for, and receive, from all and every person or persons in any of the States of America, or elsewhere, the just and equal share belonging to us of all debts, sums of money, goods, wares, and effects, of whatsoever nature, due and resting, or which belonged to the said William Forbes and Nathaniel Forbes, both now deceased, or to either of them, and to which *which* we have now right; and particularly to demand, sue for, and receive, the rents due, or that may become due, for the houses and lands which belonged to the said William Forbes and Nathaniel Forbes, situated as aforesaid, or elsewhere, to remove the present tenants and possessors of the premises, if our said attorneys should see cause, and to let the same again to others; as also with full power and authority to our said attorneys, and either of them, to sell and dispose of said houses and lands, and all right and interest which we have therein, at such prices as they may think proper; and to give, grant, and seal, from *al* rights and conveyances to the purchasers thereof, agreeable to the laws and forms of the United States of America, wherein the said property is situated; and, further, to commence, sue, and prosecute, any action, suit, or suits at law, and to use all other legal means for recovering the premises; and, again, such actions to release as they may think proper; and, on receiving the rents or price of the premises, or any other sum or sums of money on our account, to give, seal, and execute, full and sufficient acquittances and discharges therefor; and with power to our said attorneys to compound, compromise, and agree, for our interests, all disputed claims, matters, and things, to the best of their judgment; and, in general, to do, perform, and execute, all and every thing needful to be done in and about the recovery and management of the estate and effects, real and personal, of the said William and Nathaniel Forbes, belonging to us, as fully and effectually, to all intents and pur-

poses, as we might or could do ourselves, if personally present; and, further, with full power to the said Samuel Taylor, to uplift, receive, and discharge, of and from the executors of the said deceased William Forbes Taylor, our share in his means and estate, and to take all necessary measures for the recovery thereof, and upon recovery, to grant the necessary acquittances and discharges for the same; and, further, with full power to our said attorneys, or either of them, to substitute one or more attorneys under them, and to confer on these attorneys all the powers herein contained, promising to ratify, confirm, and allow, all and whatsoever things our said attorneys, or either of them, or any attorneys te be substituted by them, shall lawfully do, or cause to be done, in virtue of these presents.

In witness whereof we have hereto set our hands and seals, this fourteenth day of September, in the year of our Lord eighteen hundred and fifteen, and in the reign of our sovereign lord, George the Third, of the United Kingdoms of Great Britain and Ireland, King, the fifty-fifth year.

MARY TAYLOR, [SEAL.]
WILLIAM RAINEY. [SEAL.]

Signed, sealed, and delivered, (being first duly stamped,) in presence of—

ALEN DONALD,
JOHN SPENCE.

Eighth September, one thousand seven hundred and sixty years, Samuel Taylor, in Loan*b*read, had a son baptized named William—William Forbes and Nathaniel Forbes, witnesses. Fifteen June, one thousand seven hundred and seventy-one years, Samuel Taylor, in Loanhead, had a son baptised named Samuel—William Forbes and Robert Forbes, witnesses. Sixth January, one thousand seven hundred and seventy-eight, Samuel Taylor, in Loanbead, had a daughter baptized named Mary—Nathaniel Forbes and John Allen, witnesses.

Extracted from the registers of baptisms of the parish of Drumblade, this twenty-seventh day of August, eighteen hundred and fifteen years. By Alex'r Sime, sessions clerk, P. T.

That the within is a just and faithful extract, and that Samuel and Mary Taylor, therein mentioned, *and* lawful brother and sister to the late William F. Taylor, esq'r, merchant, South Carolina, is attested in presence of the church session, by Robert Gorden, minister of the parish of Drumblade, David Innis and John Spence, elders of said parish, at Drumblade, this 27th day of August, eighteen hundred and fifteen years.

ROBERT GORDON, *Minister.*
DAVID INNIS, *Elder.*
JOHN SPENCE, *Elder.*

At Huntly, in the county of Aberdeen, in that part of Great Britain called Scotland, the fourteenth day of September, eighteen hundred and fifteen, in presence of General Alexander Hay, of Ranes, one of his Majestie's justices of the peace for the county of Aberdeen, appeared Alexander Donald, schoolmaster, in Huntly, and John Spence, in Thomas-

town, the two subscribing witnesses to the within written power of attorney, who *who* being severally sworn and examined, make oath and say, that they were present, and did see the within named Mary Taylor, otherwise Rainey, and William Rainey, her husband, sign, seal, and as their own act and deed deliver the said power of attorney, and that the names Mary Rainey and William Rainey, subscribed to the said power, are of the proper handwriting of them, the said Mary Rainey and William Rainey; and that the names Alexander Donald and John Spence, subscribing the said power as witnesses, are of their proper handwriting respectively. And they do further make oath and say, that they know and are well acquainted with the said Mary Taylor, otherwise Rainey, and Samuel Taylor, in Lessendrum, her brother, and that they are the only children now in life of Elizabeth Forbes and Samuel Taylor, in Drumdollo, in the parish of Forgue and county of Aberdeen, both now deceased. That they also know that the said Elizabeth Forbes had a brother named William Forbes, who went to America many years ago, and who died there as the deponents have herd; that they have also heard that the said William Forbes left a son named Nathaniel, being his only child, who, they are informed, died without issue. The deponents further make oath and say, that the [said] Elizabeth Forbes and Samuel Taylor, both now deceased, had a son named William, who went to America, and died there some years ago; and the deponents understand, and verily believe, that the said Samuel Taylor, in Lessendrum, and Mary Taylor, otherways Rainey, his sister, are the nearest lawful heirs and representatives of their said uncle, William Forbes and his son, and also of their said brother William. All which they declare to be truth, as they shall answer to God.

ALLEN DONALD,
JOHN SPENCE.

Sworn before me, at Huntly, this 14th day of September, one thousand eight hundred and fifteen years.

A. HAY, *J. P.*

I hereby certify that the said General Alexander Hay, of Raines, is one of the justices of the peace for the county of Aberdeen, and that the above *affadavid* was made and attested in my presence.

ALEX'R STEWART,
N. P. Q. W. O. Attestor.

Georgia, Richmond county, clerk's office, superior court, 21 December, 1815. Recorded in book N, folio 371 to 374, and examined.

JOHN H. MANN, *Clerk.*

Recorded 26th March, 1816.

THE STATE OF SOUTH CAROLINA, *Edgefield District.*

I, Geo. Pope, clerk of the court of common pleas and general sessions, for the district and State aforesaid, do hereby certify the foregoing, numbered as follows: No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, and No. 7,

of the two attached sheets of paper, contain a full and complete copy of a power of attorney, or instrument of writing, from Mary Taylor and husband, to Patrick McDowall and Samuel Taylor, as will appear by the remains of record of the clerk's office of the district aforesaid, of book J. J., pages 528, 529, 530, 531, 532, and 533.

In witness whereof, I have hereunto set my hand, and affixed my seal of office, at Edgefield court-house, this 7th day of August, [L. S.] in the year of our Lord one thousand eight hundred and thirty-nine.

GEO. POPE, *C. C. P.*

THE STATE OF SOUTH CAROLINA:

I, A. P. Butler, one of the judges of the court of common pleas and general sessions for the State aforesaid, and presiding judge of the said court in Edgefield district aforesaid, do hereby certify that Geo. Pope, who has signed the foregoing certificate, was, at the time of signing the same, and is now, clerk of the said court, and recorder of mesne conveyances for Edgefield district aforesaid; that full faith and credit are, and of right ought to be, given to his attestations as aforesaid.

Given under my hand, at Edgefield court-house, this 17th day of August, 1839.

A. P. BUTLER,
Associate Judge of So. Ca.

THE STATE OF SOUTH CAROLINA:

By his excellency, Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come: Know ye, that George Pope, whose seal and signature appear to his certificate on the instrument of writing hereunto annexed, is and was at the time of signing said certificate clerk of the court of common pleas and general sessions, ex officio register of mesne conveyance in and for the district of Edgefield and State aforesaid; and that A. P. Butler, whose signature also appears to his certificate on the instrument of writing hereunto annexed, is and was at the time of signing said certificate, one of the associate judge[s] of the court of common pleas and general session for the State aforesaid, and presiding judge of said court in Edgefield district; and that their certificates are in due form and by the proper officers. Therefore, all due faith, credit, and authority, is and ought to be had and given to their proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the [L. S.] twenty-third day of August, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-fourth year of the independence of the United States of America.

PATRICK NOBLE.

By the governor:
M. LABORDE,
Secretary of State.

Exhibit Y.—(*Exhibit Y.*)

2 tracts of land, 781 acrs.	$1 62½	E. Morgan, A. Dubose	$1269 13
1 do do 290	87	Benjamin Grumbles -	252 30
1 do do 224	56¼	William Morgan -	126 00
1 do do 338	4 25	William Olds -	1,436 50
1 do do 193	5 01	William Hall -	966 93
1 lot, called Rowans	35 00	Peter Robertson -	35 00
1 tract land, 124 -	33	John Delaughter -	40 92
Houses and lots in Campbellton	500 00 313 00	Mason Garrett, resold to Geo. Pearson -	313 00
4 days fishing at Stephen's creek -	–	Christian Breithampt -	780 00
⅓ the Cow shoal fishery	–	James Jones -	79 00
⅔ Taylor's fishery -	–	George Adams -	73 00
27 sheep - -	3 34	James Gardner -	90 18
1 sorrel horse - -	71 00	William Jackson -	71 00
1 riding horse - -	40 00	Duncan Matheson -	40 00
1 horse, Buck - -	44 00	John Glascock -	44 00
1 horse, Pocket -	67 00	William Olds -	67 00
1 horse, Rock - -	25 00	P. Prince, Reub. Cloud	25 00
1 horse, Grumble sorrel	28 00	Thomas Ga. Watkins,	
Resold, at - -	22 75	Samuel Savage -	22 75
1 horse called Twigg -	1 00	Cash -	1 00
1 mule - -	93 00	Samuel Lowther -	93 00
1 do - -	100 00	Ketch Penny, W. Garrett	100 00
1 do - -	74 00	Felix McKinne -	74 00
1 do - -	81 00	William Garrett -	81 00
1 do - -	71 00	F. McKinne -	71 00
1 do - -	105 00	William Garrett -	105 00
1 do - -	79 00	F. McKinne -	79 00
1 do - -	92 00	Do -	92 00
1 waggon - -	88 00	George Walker -	88 00
1 cart - -	7 50	George Pearson -	7 50
1 ox ditto - -	12 25	Thomas Webster -	12 25
17 goats - -	1 50	Thos. Watkins 27 00, to	
Resold - -	1 28	Le Roy Hammond, sr. -	21 76
5 head cattle - -	51 00	Thomas Glascock,	
Resold - -	40 00	Amos Dubose -	40 00
5 head cattle - -	41 00	Reuben Cloud -	41 00
5 do - -	30 00	Lew. Holloway -	30 00
5 do - -	24 25	John Curry, sen'r -	24 25
5 do - -	21 50	Do do -	21 50
5 do - -	20 00	Do do -	20 00
5 do - -	17 00	Do do -	17 00
2 do - -	15 50	*For* 5, John Curry, sen'r	6 20
1 yoke oxen - -	49 50	E. Murphy -	49 50

EXHIBIT Y.—Continued.

1 yoke oxen - -	49 00	E. Murphy -	$49 00
1 do - -	23 00	John Moragues -	23 00
1 lot of 12 hogs -	–	E. Murphy -	67 25
1 lot of 10 hogs -	–	E. Murphy -	61 25
1 lot of 11 hogs & shoats	–	Le Roy Hammond, jr.	18 00
1 lot of 8 hogs -	–	John Glascock -	51 00
1 lot of 8 hogs -	–	A. Rogers -	35 50
1 lot of 8 hogs -	–	Wm. Thomas -	20 25
1 sow and 2 pigs -	–	Wm. Thomas -	8 00
1 lot 14 hogs and pigs	–	Wm. Olds -	42 00
1 lot 8 hogs, as they run	–	Benj'n Grumbles -	2 00
1 40 saw cotton gin -	–	Wm. Garrett -	34 00
1 old cotton gin -	–	Wm. Garrett -	2 00
1 lot, all the cotton seed	–	John Gray, jr. -	1 00
1 waggon -	–	Robert Livingston -	100 00
1 chair and harness -	–	Samuel Savage -	250 00
1 large grindstone -	–	Jacob Danforth -	7 50
1 small grindstone -	–	E. Murphy -	8 00
1 small copper still -	–	Wm. Evans -	30 00
1 large copper still -	–	Samuel Savage -	67 00
Negro man Charles -	–	Wm. Samuel -	270 00
Negro boy Baitley -	–	Wm. Shaw, per T. Coxe	400 00
Negro boy Jim -	–	Lewis Calffrey -	275 00
Negroes Cuff & Rachael	–	James Gardner -	965 00
Negro man Dave -	–	Wm. Garrett -	181 00
Negro man Harry -	–	James, for Ths. Gardner	306 00
Neg. Halleday, his wife and 2 children -	–	Do. for do. do. -	1,252 00
Negro Jack, his wife & 4 children -	–	John Key -	1,163 00
Negro boy Sam -	–	James Day -	358 00
Negro boy Nelson -	–	Richard Quarles -	500 00
Negro boy Romeo -	–	Wm. Garrett -	406 00
Negro man Dick -	–	Moses Tullis -	205 00
Negro boy Bill -	–	Benjamin Hightower -	520 00
Negro boy Abner -	–	Benjamin C. Yancy -	390 00
Negro boy Marcus -	–	James Day -	363 00
Negro man Charles, & tools -	–	Thomas McKie -	1,220 00
Negro girl Rhina -	–	Sampson Butler -	412 00
Negro man Tom, & wife Cresey -	811 00	Le Roy Hammond, jr.,	
Resold -	766 00	to Isaac Larocke -	766 00
Negro boy Limas -	–	Felix McKinne -	450 00
Negro man Gabe -	–	Benjamin McRennels -	700 00

EXHIBIT Y.—Continued.

Negro woman Amy	–	John Wooten, per A. Richardson	$331 00
Negro boy John	–	Musco Livingston	436 00
A lot axes	–	E. Murphy	16 50
A grindstone	–	Frederick Hill	8 00
Lot small do., 2 spades, &c.	–	Wm. Thomas	5 00
Lot axes, hoes, &c. &c.	–	Wm. Garrett	14 25
Lot sundries	–	Henry Milling	2 00
Lot scythes & cradles	–	Wm. Garrett	5 75
Lot 11 axes and 1 hoe	–	John Terry	16 00
Lot 4 ploughs	–	Thomas Key	4 25
Lot 2 do. & coulter	–	Wm. Garrett	7 00
Large beam	–	Allen Addison	3 00
1 wheelbarrow	–	Charles Hammond	1 00
1 ⋈ cut saw	–	Alexander Stewart	6 25
Lot of 4 ploughs	–	William Garrett	6 75
Lot of 4 ploughs	–	William Garrett	4 25
1 jack screw	–	Robert Fraser	5 00
1 pair cart wheels	–	E. Doolittle	7 00
Grubbing hoe, axes, &c.	–	Cash, R. C.	2 00
Garden rake, hoes, &c.	–	Wm. Garrett	11 00
Lot waggon geer	–	Wm. Garrett	6 00
A truck cart	–	John Gray, jr.	11 25
An empty puncheon	–	George Hancock	2 50
A barrel, with lime	3 12½	Covington Hardy	3 12
1 barrel shad	–	James Moseley	12 50
1 barrel shad	–	Isaac Randolph	11 00
1 barrel shad	–	Isaac Randolph	11 50
1 seine, twine	–	Felix McKinne	20 00
2 barrels flour	–	Le Roy Hammond, sr.	14 00
2 barrels flour	–	Isaac Randolph	13 50
2 barrels flour	–	Isaac Randolph	13 50
1 barrel flour	–	John Gray, jr.	7 25
225 lbs. iron, at	8	Isaac Randolph	18 00
4 shear moulds	–	John Grumbles	4 88
95 lbs. German *seel*, at	27	Briton Mims	25 65
120 lbs. do do at	30½	Isaac Randolph	36 60
54 lbs. blistered do	13¼	Wm. Garrett	7 15
1 keg tobacco	–	Austin Bunch	8 00
1 keg tobacco	–	Henry Tate	3 37
1 keg tobacco	–	Benjamin Davis	4 25
1 keg tobacco	–	George Hancock	3 50
1 do do	–	William Harden	3 00
A lot rope	–	John Gray, sen'r	13 00

EXHIBIT Y.—Continued.

16 yds. bagging		John Gray, sen'r	$6 40
49 lbs. twine		Felix McKinne	19 60
A lot sundries		George Hancock	2 25
1 wire sieve		John Gray, sen'r	1 25
1 lot rye, &c.		Wm. Garrett	56
1 keg barley		Duncan Matheson	31
1 lot jugs		Robert Hardy	2 75
1 chest tools, &c.		Thomas Webster	20 75
1 saddle and bridle		Wm. W. Williams	30 25
16 doz. quart bottles *a*	60 doz.	Allen Addison	9 60
30 gallons brandy *a*	90	Allen Addison	27 00
7 do do	1 00	Leroy Hammond	7 00
27 do do	1 00	William Minter	27 00
30 do do	1 03	Cook, blk. man	30 90
30 do do	1 06	Isaac Randolph	31 80
1 large barrel rye		Robert Hardy	1 56
2 casks lime in a lot		Wm. Garrett	7 00
5 bushels salt *a*	1 00	Wm. W. Williams	5 00
1 large pr. steelyards		Samuel Savage	6 25
1 small pr. do		Do do	3 25
(George Ad.) pr. small			
do do		George Adams	1 75
1 pr. do		Wm. W. Williams	2 00
1 pr. do		Leroy Hammonds, sr.	75
1 lot measures, funnels,			
&c.		William Quarles	2 00
1 jug honey		W. W. Williams	2 31
1 jug honey		John Gray, jun'r	3 75
1 do do		Wm. Ross	3 75
1 do do		James Adams	2 06
1 do do		Michael Shannon	2 50
1 do do		William Morgan	2 75
1 do do		George Adams	69
1 demijohn do		Patrick McDowall	7 00
1 do do		Duncan Matheson	5 25
1 lot of 3 jars		Cash to S. Savage	1 94
68 pounds of wool	61	George Hancock	27 88
1 lot ear bells, cocks, axes,			
&c.		William Morgan	3 13
1 cask vinegar		Wm. Garrett	3 50
1 lot leather, &c., &c.	1 94	Geo. Adams 1 00 } Wm. Morgan 94 }	1 94
1 do 3 empty barrels		James Adams	1 62
1 do do do		Wm. Morgan	1 19
1 pr. sad irons		John Gray, jun.	81

EXHIBIT Y.—Continued.

1 lot of five reap hooks		Livingston Gardner	$1 06
1 do 3 bee hives		William Harden	5 50
1 do 3 do		Amos Du Bose	2 25
1 do 4 do		Do do	5 94
1 do bee gums		Do do	1 00
1 do lumber		Do do	3 75
1 do 20 mobby stands		A. Stewart	5 38
1 do 2,300 ft. lumber		William Hall	9 00
150 bushels corn	66	Leroy Hammond	99 00
200 do do	66	L. L. Hammond	132 00
27 bales 8 551 lbs. cotton	10	Isaac Randolph	855 10
1 easy chair		Robert McCombs	30 50
1 bedstead and furniture		James Panton	38 50
1 do and do		Lewis Calffrey	40 00
1 do and do		George Adams	79 00
1 do and do		Cook, a black man	40 00
1 bathing tub		Reuben Reed	8 00
1 secretary		Patrick McDowall	30 00
1 hammock		Simon Climing	5 00
1 doz. chairs		Barksdale Gardner	24 25
1 lot window curtains		George Adams	14 00
1 settee		Wm. Morgan	6 00
1 set mahogany tables		Richard Quarles	45 50
1 round do do		George Adams	9 75
1 do do do		Do do	7 00
1 lot bedstead paints, &c.		George Pearson	3 00
1 pine table		Do do	75
1 marion case		James Adams	5 00
1 spy glass		Duncan Matheson	11 00
1 lot likenesses and frames, 16		Wm. Garrett	30 00
1 pr. oval looking glasses		Charles Hammond	12 25
1 thermometer		Wm. Garrett	9 25
1 pr. candle shades		Lewis Calffrey	15 50
1 set dishes, plates, &c.		Benj'n Hightower and E. Richardson	4 00
1 do knives, forks, &c.		John Gray, senr.	5 00
1 do candlesticks		Jeremiah Bussey	4 00
1 do china and tea tray		Sam'l Savage	9 00
1 looking glass		Cash to S. Savage	1 50
1 close box		R. McCombs	9 50
1 warming pan		Do do	2 25
1 pr. pists. bayonets		Wm. Ross	25 00
1 pr. do		John Gray, sen.	15 75
1 do and holsters		Stephen Garrett	24 25

EXHIBIT Y.—Continued.

1 double barrel gun		Duncan Matheson	$31 00
1 single do do		George Pearson	6 50
1 backgammon table		Duncan Matheson	2 06
1 wine cooler, spitting pan, &c.		John Gray, sen'r	2 00
Law of Executor's, 1 vol.		Cash to J. G., jr.	1 50
Encyclopedia 36 "		Patrick McDowall	46 00
Domestic do		William Garrett	16 00
Blair's Serms.		Joshua Key	4 25
Scottish Chief		William Garrett	2 00
Baron Detot		Do do	1 50
Varrel's Husbandry		George Pearson	2 31
Henry Fielding		William Garrett	5 75
Peregrine Pickle		John Tarrance	3 50
Humphrey Clinker		William Garrett	1 25
Adams' Defence		Lewis Hammond	2 00
Don Quixot, 3 vols.		F. McKinnie pr. R. Campbell	2 25
History of Man		Jeremiah Bussey	4 00
Military Dictionary		George Pearson	1 31
Medical Companion		Amos Du Bose	3 00
Medical Companion		A. Edmonds	2 25
Pindar's work		John Terrance	2 50
One volume		Cash to J. G., jr.	1 75
Trader's Guide		William Garrett	31
Peter Porcupine		George Pearson	63
Staunter's Embassy		Henry Tate	2 62
History of Ireland		William Garrett	1 25
Barkley's Apology		George Pearson	1 06
Tradesman's Dictionary		Do do	56
Mair's Book-keeping		A. Edmonds	1 06
Read's Digest		Simon Clements	56
Dunkevaler's Gibraltar		Cash to J. G., jr.	1 50
A large book		Jeremiah Bussey	2 00
1 lot 3 small books		L. L. Hammond	1 75
Jones' Book-keeping		Joshua Key	50
System of Agriculture		John Gray, sen'r	56
A lot of 3 books		William Garrett	3 00
Do do		Duncan Matheson	2 00
Do do		Joshua Key	1 00
Do do		William Garrett	62
1 dictionary		Allen Addison	56
Map of the U. S. A.		William Garrett	5 25
1 pr. fire dogs, shovel and tongs		George Pearson	10 25

EXHIBIT Y.—Continued.

1 pr. do canister and chamber-pot		Enos Howard	$1 25
1 set castors		Wm. Garrett	5 25
1 lot glass ware		A. Edmonds	3 62
1 trunk medicine		Cash to J. G., jr.	1 38
1 map of U. S. A.		George Pearson	56
1 set money scales		Richard Quarles	2 25
1 mahogany sideboard		John Curry, sr.	35 75
1 pr. saddle bags		Barksdale Gardner	4 81
1 do do		John Curry, sr.	2 00
1 iron chest		Duncan Matheson	50 00
1 bear skin		Wm. Ross	3 75
1 desk with drawers		J. Bartee	18 19
1 table		Robert Hardy	1 69
Kitchen furniture		John Gray, sen.	29 00
1 spinning wheel		Benj'n Floyd	2 37
1 do do cards		Cash to J. G., jr.	1 56
1 trunk		Wm. Ross	3 00
1 silver watch		Samuel Savage	25 50
1 tea tray, flints, &c.		Enos Howard	1 94
149 lbs iron *a*	8	Briton Mims	11 92
10½ bus. peas *a*	75	Wm. Hall per J. G, jr., $4	7 88
3 do do	75	John Gray, jun.	2 25
7 old chairs		James Jones	4 06
1 lot iron mongery		Enos Howard	3 81
1 pr. money scales		Sam'l Savage	4 50
1 lot sheets, &c.		John Bartee	2 50
Oil cloth		George Pearson	1 12
1 lot phials, &c.		Cash to J. G., jr.	62
Chamber pots, &c.		L. L. Hammond	81
114 gallons brandy		Thomas S. Oliver	114 00
1 half bushel		Wm. Ross	1 13
1 cask with Madr. wine		E. Howard	8 00
1 lot straw		Duncan Matheson	1 00
And fodder	950 lbs.	George Livingston	
2 iron wedges		Cash to R. C.	1 12
3 bales cotton, 949 lbs., *a*	10	Isaac Randolph	94 90
1 keg of tobacco † 211, 121 *a*	c4	Patrick McDowall	4 84
1 do do † 136, 139 *a*	7	A. B. Addison	9 73
1 do do 81 lbs.	6¼	Livingston	5 26
1 do do † 56, 136	6¼	A. B. Addison	8 50
1 do do 180, 135	7¼	Do do	9 79

EXHIBIT Y.—Continued.

1 large beam scales and weights		Joseph Hutchinson	$27 00
40 bales 13,706 lbs. cotton *a*	10	Patrick McDowall, J. Hutchinson	1370 60
1 lot 1 jug and vials, &c.	68¾	Cash to S. Savage	69
Half a barrel of fish		Stephen Garrett	5 00
			$24011 46

The above is a correct statement of the sales made by us the 20th, 21st, 22nd, 23rd, and 24th January, 1812, as the property of William Forbes Taylor, dec'd, of Edgefield, So. Ca.

SAM'L SAVAGE,
PATRICK McDOWALL,
WM. ROSS,
DUNCAN MATHESON.

SOUTH CAROLINA, *Edgefield district:*

By O. Towles, Ord'y of said district. I do hereby certify that the foregoing instrument of writing contains a true and correct copy of the sale bill of the estate of William Forbes Taylor, deceased, now of record in my office.

Given under my hand and private seal (there being no seal of office) this 15th day of August, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

THE STATE OF SOUTH CAROLINA:

By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid:

To all to whom these presents shall come: Know ye, that Oliver Towles, whose seal and signature appear to his certificate on the annexed sheet of paper, is, and was at the time of signing said certificate, clerk and judge of the court of Ordinary in and for the district of Edgefield, in the State aforesaid, and as such, by law, entitled to the custody (and is keeper) of original wills and records, pertaining to the estates of testators and intestates, and that his said certificate is in due form, and by the proper office. Therefore, all due faith, credit, and authority, is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State, in the town of Columbia, the twenty-
[L. S.] third of August, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-fourth year of the independence of the United States of America.

By the Governor: PATRICK NOBLE.
M. LABORDE, *Secretary of State.*

(Endorsed.)—"This acct. sales rec'd in the Ordinary's office, on the oath of Samuel Savage, ex'or, the 27th day of January, 1812.
JNO. SIMPKINS, *O. E. D.*

And afterwards, to wit, at a rule day of the district court of the United States of America, for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the United States aforesaid, at the office of the clerk of said court, in the town of Huntsville in said district, on the first Monday (being the seventh day) of October, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States the sixty-fourth, the following entry was made in said cause:

Order at rules aw'd Plu. Cit.

"The alias citation, at the last rule day in said cause, awarded against said defendant, not having been executed, a pluries citation is now awarded, returnable at the next rule day of said court."

And afterwards, to wit, on the fourteenth day of October, eighteen hundred and thirty-nine, was issued in said cause, a pluries citation, in the words and figures following, to wit:

Plu. Cit. to revive, &c.

"The President of the United States of America to the marshal of the northern district of Alabama, greeting:

Whereas, at the August rule day of the district court of the United States of America, for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceeding were had, to wit: "In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, vs. George M. Savage, executor, &c., of Samuel Savage, deceased, upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants of the death of Samuel Taylor, and upon the application of their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose, and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainants in this cause, in the place of the said Samuel Taylor, deceased, and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands as aforesaid of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And, upon the application of the said complainants, it is ordered, that a copy hereof be made and served upon the defendant in this cause." And whereas,

the citation issued pursuant to the proceedings aforesaid, returnable to the September rule day of the district court aforesaid, was returned "not found." And whereas, at the September rule day, an alias citation was awarded, and was issued accordingly, returnable at the October rule day, "not found." And whereas, at the October rule day of said district court, and in said cause, a pluries citation was awarded, &c.

We, therefore, in consideration of the premises, do hereby command you, as often times heretofore, to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c., as aforesaid, and to make return thereof to the next rule day of the district court aforesaid, to be held at the office of said district court clerk, in the town of Huntsville, in said district, on the first Monday in November next. Herein fail not, and have then and there this precept.

Witness the honorable William Crawford, judge of the district court of the United States aforesaid, this fourteenth day of October, [L. S.] A. D. eighteen hundred and thirty-nine, and of American independence the sixty-fourth.

Issued fourteenth day of October, 1839.

Attest: B. T. MOORE,
Clerk of said court.

Mar. return.

(Endorsed.) "Not found in my district, 4th November, 1839.
BENJ. PATTESON,
Marshal N. D. A.
By his deputy JOHN DOE."

And afterwards, to wit, on the twenty-ninth day of November, being a day of a term of the *the* district court of the United States of America for the northern district of Alabama, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and thirty-nine.

Order appointing commissioners, on motion of compl'ts, to take dep.

Come the parties, by their solicitors, and on motion of the complainants, by their solicitors, it is ordered that John Forbes, of Pontsoy, Banffshire, in Scotland, be appointed a commissioner for the purpose of taking depositions in this cause; that Edward Mortimer, of Banff, in Scotland, be appointed a commissioner for the purpose of taking depositions in this cause; and that William Murdock and Alexander Stewart, of Huntley, Aberdeenshire, in Scotland, be appointed commissioners for the purpose of taking depositions in this cause.

Order, relative to taking testimony.

It is further ordered, that either party may take the depositions of any witness or witnesses before either of said commissioners, on first filing

interrogatories with the clerk of this court, giving to the opposite counsel, or either of them, ten days notice of the interrogatories filed; which party, so notified, may file cross interrogatories with said clerk within ten days of the time after notice as aforesaid shall have been given. Whereupon commissions may issue to said commissioners, or either or any of them, authorizing them to take the answers of the witnesses to such interrogatories and cross interrogatories, at such times and places as said commissioners may think proper; and when commissions shall issue to more than one of said commissioners, then said depositions may be taken by one or any of said commissioners. If cross interrogatories shall not be filed within ten days after such notice shall have been given, then commissions shall issue on the interrogatories alone.

And afterwards, to wit, at a rule day of the district court of the United States of America for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the United States aforesaid, at the office of the clerk of the said court, in the town of Huntsville in said district, on the first Monday in December, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States of America the sixty-fourth, the following entry was made in said cause.

Order at rules awarding 2d plu. cit. to revive.

The pluries citation at the last rule day in said cause awarded against said defendant, not having been executed, another pluries citation is now awarded, returnable at the next rule day of said court.

And afterwards, to wit, on the second day of December, eighteen hundred and thirty-nine, a second pluries citation was issued in said cause, in the words and figures following, to wit:

The 2d plu. cit. to revive, &c.

The President of the United States of America to the marshal of the northern district of Alabama, greeting:

Whereas, at the August rule day of the district court of the United States of America for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceedings were had, to wit: In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, vs. George M. Savage, executor, &c., of Samuel Savage, deceased, upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants, of the death of Samuel Taylor, and upon the application of their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens, and subjects of the Queen of the united kingdom of Great Britain and Ireland; the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainant in this

cause, in the place of the said Samuel Taylor, deceased; and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands, as aforesaid, of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And upon the application of said complainants it is ordered, that a copy hereof be made, and served on the defendant in this cause.

And whereas the citation issued pursuant to the proceedings aforesaid, returnable to the September rule day of the district court aforesaid, was returned "not found." And whereas, at the September rule day, an alias citation was awarded, and was issued accordingly, returnable at the October rule day, was returned "not found." And whereas, at the October rule day of the said district court, and in said cause, a pluries citation was awarded, returnable at the November rule day of said district court, and was returned "not found." And whereas, at the December rule day, a pluries citation was awarded in said cause, returnable at the January rule day of said district court.

We, therefore, in consideration of the premises, do hereby command you, as often times heretofore, to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c., as aforesaid, and to make return thereof to the next rule day of said district court, to be held at the office of said district court clerk, in the town of Huntsville, in the district aforesaid, on the first Monday in January next. Herein fail not, and have you then and there this precept.

Witness the hon. William Crawford, judge of the district court of the United States aforesaid, this second day of December, A. D. [L. S.] eighteen hundred and thirty-nine, and of American independence the sixty-fourth.

Issued the second day of December, 1839.

Attest: B. T. MOORE,
Clerk of said court.

Marshal's return—Endorsement and return.

(Endorsed)—"Rec'd 12th Dec., 1839. I do hereby authorize James H. Wheatley to execute this process.

Witness my hand and seal, this 13th Dec., 1839.

BENJAMIN PATTESON, [L. S.]
Marshal of the northern district of Ala.

Executed on this day, 20 Dec'r, 1839.

BENJAMIN PATTESON,
Marshal northern district Alabama.
By his deputy, JAS. H. WHEATLEY."

And on the twenty-ninth day of November, eighteen hundred and thirty-nine, was filed in said cause the replication of the complainant, in the words and figures following, to wit:

The replication.

"William Taylor, George Taylor, William Primrose and wife, George Porter and wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, vs. George M. Savage, executor of the last will and testament of Samuel Savage, deceased. These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said defendant's answer to the original bill, and of his answer to the amended bill heretofore filed, for replication thereunto saith, that he will aver and prove his said original bill, and his said amended bill, to be true, certain, and sufficient in the law to be answered unto, and that the said answers of the defendant are uncertain, untrue, and insufficient to be replied unto by this repliant; without that, that any other matter or thing whatsoever in the said answers contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are, and will be, ready to aver and prove, as this honorable court shall direct; and humbly pray as in and by said original and amended bills they have already prayed.

HOPKINS & McCLUNG,
Solicitors for complainants."

(Endorsed)—"Filed 29th Nov., 1839.
B. T. MOORE, *Clk D. C.*"

Order at May, '40, to continue and to take testimony.

And afterwards, to wit, on the twenty-second day of May, being a day of a term of the district court of the United States of America, begun and held at the court house, in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and forty, come the parties, by their solicitors, and by their consent, it is ordered that this cause be continued until the next term of this court, and that said cause be open for further proof until that time.

Order relative to security for costs.

And on motion of said defendant, it is further ordered by the court, that the said complainants in this cause, within sixty days from this day, give bond, with security, to be approved by the clerk of said court, to pay such costs as shall be adjudged against them in this cause, and that on failure to give such bond and security said cause shall be dismissed.

Securityship for costs—Securityship for costs.

"We acknowledge ourselves the plaintiffs' security for the costs in the prosecution of this cause. Witness our hands and seals, this twenty-seventh day of May, eighteen hundred and forty.

A. F. HOPKINS, [SEAL.]
J. W. McCLUNG, [SEAL.]

Approved: B. T. MOORE, *Clk D. C.*

The bond for costs—The bond for costs.

"Know all men by these presents, that we, William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, and Arthur F. Hopkins, and James W. McClung, are held and firmly bound unto George M. Savage, executor of the last will and testament of Samuel Savage, deceased, in the penal sum of one thousand dollars; for the due payment whereof, we, and each of us, do bind ourselves, and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-seventh day of May, eighteen hundred and forty.

The condition of the above obligation is such, that whereas, at the last term of the district court of the United States of America, for the northern district of Alabama, begun and held for the northern district aforesaid, on the third Monday in May, instant, the said William Taylor, George Taylor, William Primrose and wife, George Porter and wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, complainants in a certain cause in said district court depending, against the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, as aforesaid, defendant, were by an order of said district court required to give bond and security, to be approved by the clerk of said district court, within sixty days from the day on which said order was made, to pay such costs as shall be adjudged against them in said cause, and the said Arthur F. Hopkins and James W. McClung having become the securities of the said complainants for such costs, &c., as aforesaid.

Now, if the said William Taylor, George Taylor, William Primrose and wife, George Porter and wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, complainants as aforesaid, shall well and truly pay such costs as shall be adjudged against them in this cause, then the above obligation shall be null and void, else remain in full force and virtue. Witness our hands and seals, the day and year first aforesaid.

A. F. HOPKINS, [SEAL.]
J. W. McCLUNG. [SEAL.]

Approved: B. T. MOORE,
Cl'k D. C.

Order at Nov., '40, to continue, with leave to take testimony.

And afterwards, to wit, on the twenty-fifth day of November, being a day of a term of the district court of the United States of America, begun and held at the court house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty, come the parties by their solicitors, and by their consent, it is ordered that said cause be continued, with leave to each party to take testimony.

Order app. 3 com'rs on motion of defts. to take testimony.

And on motion of said defendant, by his solicitors, it is ordered that Armistead Burt, James Austin, and Thomas Thompson, be, and they

are hereby, appointed commissioners to take depositions in said cause, and that they, or either of them, be authorized to take the testimony of John Power and Andrew Giles, witnesses on the part of said respondent.

Order at Nov., '41, to open deps., &c.

And afterwards, to wit, on the twenty-third day of November, being a day of a term of the district court of the United States of America, begun and held at the court house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-one, come the parties, by their solicitors, and on motion of said plaintiffs, it is ordered by the court that the depositions on file in said cause be opened and submitted to the inspection of each party.

Order setting cause for hearing.

And it is further ordered, that said cause be set for hearing at the next term of this court, and that said cause be continued.

Orders at May, '42, adjourning, and that the judge make decree in vacation, &c., &c.

And afterwards, to wit, on the nineteenth day of May, being a day of a term of the district court of the United States of America, begun and held at the court house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and forty-two, "come the parties, by their solicitors, and this cause coming on for final hearing, on the bill and amended bill, the answers thereto, and the exhibits and proofs on file; and the same being read and heard, and the argument in said cause commenced, before the conclusion thereof, the further proceeding in said cause is, by the consent of said parties, with the assent of the court, adjourned until to-morrow morning."

And again, on the twentieth day of May, being a further day of the term last aforesaid, "come the parties, by their solicitors, and the argument in said cause being resumed, before the conclusion thereof, the further proceeding in said cause is, by the consent of said parties, with the assent of the court, adjourned until to-morrow morning."

And again, on the twenty-first day of May, being a further day of the term last aforesaid, "this day, come the parties, by their solicitors, and the argument in said cause having been concluded, it is agreed between said parties, with the assent of the court, that the judge of this court may make the decree in this cause during the next vacation; and if, according to such decree, any account shall be necessary, it is agreed also that the judge of this court, during said vacation, shall, from the proofs in the cause, state the account, and such decree shall be entered at the next term of this court as of this term, and such account shall be reported to the next term of this court, or should there be a failure of the

next term, to the first term that shall be held thereafter, and either party shall have the right to except to any part of such account, in the same manner as if such account had been stated and reported by the master. All such exceptions shall be taken, heard, and decided during the term of the court to which said account shall be reported, as aforesaid."

Decree at Nov., 1842.

And now, afterwards, to wit, on the twenty-eighth day of November, being a day of a term of the district court of the United States of America, for the northern district of Alabama, begun and held at the court house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-two—" This cause having been under the consideration of the judge of this court during the last vacation, by the consent of the parties herein, and with the assent of the court, it is now ordered, adjudged, and decreed by the court, that the bill of the complainants be dismissed, so far as it seeks to recover of the respondent, as the representative of Samuel Savage, any sum of money for the transactions of Samuel Savage, executor of William F. Taylor, in the State of South Carolina; and it is further ordered and decreed, that the said complainants recover of the respondent, as executor of Samuel Savage, deceased, the sum of two thousand one hundred and eighteen dollars, with interest thereon, at the rate of six per centum per annum, from the twenty-first day of July, eighteen hundred and eighteen, to this day; and that it be referred to the master in chancery to state an account between the parties, and to report the same to this court. And it being agreed by the parties that the account should be stated by the judge of this court in vacation, instead of the master, and the following statement of account between the parties, by the judge of this court, having been made, viz., I find that the estate of Samuel Savage is chargeable with the following sum of money, received by the said Savage on the twenty-first day of July, eighteen hundred and eighteen, from the sale of some of the lands lying in Kentucky, which belonged to William F. Taylor in his lifetime - - - - - - $2,118 00

Interest on the said sum, from the twenty-first day *day* of July, eighteen hundred and eighteen, to the twenty-eighth day of November, the commencement of the present term of this court, at the rate of six per centum per annum, amounting to the sum of - - - 3,094 92

Total amount due, amounting to - - - $5,212 92

And the said report being approved by the court, it is ordered, adjudged, and decreed by the court, that the said complainants recover of the said respondent the said sum of five thousand two hundred and twelve dollars and ninety-two cents, and the costs herein, to be levied of the goods and chattels, lands and tenements, of the said Samuel Savage, and that the said respondent pay the costs of this suit."

Order granting to def't an app'l.

And afterwards, to wit, on the thirtieth day of November, being a further day of the term last aforesaid, "this day, came the defendant, George M. Savage, executor as aforesaid, by his solicitors, and moves the court here for an appeal to the honorable the Supreme Court of the United States, to be holden at the city of Washington, in the District of Columbia, on the second Monday in January next, which said appeal is now granted in open court to the said George M. Savage."

Order relative to defdt's bond and securities.

And again, on the day last aforesaid, of the term last aforesaid, "this day come again the parties, by their attorneys, and the court being fully satisfied of the goodness and sufficiency of Samuel K. Oats, as security in the appeal bond in the appeal prayed by the said George M. Savage, executor as aforesaid, to the Supreme Court of the United States, to be holden at the city of Washington, on the second Monday in January next. It is considered by the court that the said Samuel K. Oats be received as security in said appeal bond, and that said bond may, by consent of parties, be filed, with said Oats as security, in the clerk's office, any time within twenty days after the adjournment of this court. And, by consent of said parties, if said Oats cannot be obtained as security in said appeal bond, then said Savage shall submit his security to the honorable judge of this court, within twenty days after the adjournment of this court, which bond and security, when approved by said judge, shall be the appeal bond in this cause; and thereupon this decree shall be suspended."

Order granting an appeal to complainants.

And again, on the second day of December, being a further day of the term last aforesaid, "come the parties by their solicitors, and the said complainants, by their solicitors, move the court here for an appeal to the next term of the Supreme Court of the United States, to be beld at the city of Washington, in the district of Columbia, on the second Monday in January next, which said appeal is now here in open court granted to the said complainants. And it is ordered by the court that said appeal bond on the part of said complainants, be entered into in the penalty of two hundred and fifty dollars, with good and sufficient sureties, conditioned as by law required.

Order approving the complainants' appeal bond.

And an appeal bond as aforesaid, in the penalty aforesaid, having been executed by the said William Primrose, with Arthur F. Hopkins and James W. McClung, the sureties, &c., and now produced in open court, the same is approved and ordered to be filed in said cause.

The complainants' appeal bond.

The complainants' appeal bond.

Know all men by these presents, that we, William Primrose, Arthur

F. Hopkins, and James W. McClung, are held and firmly bound unto George M. Savage, executor of the last will and testament of Samuel Savage, deceased, in the sum of two hundred and fifty dollars, which payment, well and truly to be made, we bind ourselves, and each of ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents; signed with our names and sealed with our seals, this second day of December, A. D. 1842.

The condition of the above obligation is such, that whereas, on the twenty-eighth day of November, being a day of a term of the district court of the United States for the northern district of Alabama, begun and held at the court-house in the town of Huntsville, in the district aforesaid, on the fourth Monday in said month, (November,) in the year one thousand eight hundred and forty-two, in a cause therein in chancery, in which William Taylor, George Taylor, the said William Primrose and his wife Eliza, George Porter and his wife Elspet, William Rainey, Elizabeth Rainey, and Alexander Rainey, are complainants, and the said George M. Savage, as executor of the last will and testament of Samuel Savage, deceased, is respondent, a final decree was rendered; from which said final decree the said complainants have prayed and obtained an appeal to the next term of the Supreme Court of the United States, to be held at the city of Washington, in the district of Columbia, on the second Monday in January next.

Now, if the said complainants shall prosecute the said appeal with effect, and pay and satisfy all such costs as shall be awarded against them by the said Supreme Court, then this obligation shall be null and void, otherwise to remain in full force and virtue.

WILLIAM PRIMROSE, [SEAL.]
A. F. HOPKINS, [SEAL.]
JAMES W. McCLUNG, [SEAL.]
By A. F. HOPKINS, *his attorney in fact.*

Witness: B. T. MOORE.

The power of attorney from J. W. McC. to A. F. H.

The power of attorney from James W. McClung to Arthur F. Hopkins.

TAYLOR and others,
vs.
GEORGE M. SAVAGE, *ex'r, &c.*

In this case, in which a decree has been rendered in favor of the complainants at the present term of the district court of the United States for the northern district of Alabama, I authorize Arthur F. Hopkins, as my attorney in fact, to sign, seal, and execute, in my name, a bond (jointly with said Hopkins) for the prosecution of an appeal or writ of error, to be taken by said complainants to the Supreme Court of the United States, in such penalty and with such condition as he, my said attorney, may think proper.

Given under my hand and seal this 30th Nov., 1842.

J. W. McCLUNG. [SEAL.]

Acknowledged before me, 30th Nov., 1842.

B. T. MOORE, *Clk.*

The opinion of the court.

The opinion, &c., of the court in said cause.

The first question presented in this case is one of jurisdiction. The facts material to be stated, so far as this question is concerned, are these: William F. Taylor, a naturalized citizen of the United States, died in South Carolina in the year 1811, leaving a large estate, both real and personal, which he directed by his will to be sold, and the money arising from the sale to be paid over upon an event which has occurred, to the complainants, who are aliens, and his next of kin. He appointed Samuel Savage, the testator of the defendant, and three others, his executors. They all proved the will in the court of ordinary, in the district of Edgefield, South Carolina, in which the testator resided at the time of his death, and qualified as executors, but did not give any bond for their faithful administration upon his estate. Large sums of money came to the hands of Samuel Savage, one of the executors, and the testator of the defendant, from the sale of the property, and the collection of debts due to William F. Taylor. Samuel Savage paid over to the legatees of William F. Taylor, considerable sums of money, and accounted in the court of ordinary of Edgefield district, annually, from 1811 to the year 1818 inclusive; and in the latter year he, as his representative alleges in his answer, made a final settlement of his account of the said estate. The complainants in their bill charge that he did not make any final settlement of the estate; and that he had in his hands, after the last settlement, a large amount of money for which he did not account, and which he converted to his own use. This alleged balance, with interest thereon, they seek to recover in this suit from his personal representative.

The respondent denies the jurisdiction of this court, and insists that no suit can be maintained against him out of the State of South Carolina, in which the will of the testator was admitted to probate, and in which letters testamentary were granted to his testator. He admits that no suit can be brought against him in the State of South Carolina, because the executors did not give any bond upon obtaining letters testamentary, and contends that the complainants, even if their rights were admitted, are without remedy.

In logic, if we arrive at an unreasonable or absurd conclusion, our premises are taken to be false. I consider the conclusion to which the respondent would conduct the court unreasonable, and therefore his premises wrong. The doctrine of the common law is, that there cannot be a right without a remedy. In this country, the law cannot be more defective in the enforcement of rights than in England. The admission that there are rights of immense value, and yet that there is no law in this country for their recovery, where withholden, would be reluctantly made by any court of justice. The authorities upon which the respondent relies to show a want of jurisdiction in this court, or of any court out

of South Carolina, to administer relief in this case, are numerous and of the highest respectability. Upon a careful examination of them, however, I am satisfied that they do not govern this case, and that the counsel for the respondent have drawn a wrong conclusion from correct principles, as assumed in those cases. In all the cases relied upon by the respondent, the main question is, how the assets received by the representative of a decedent shall be distributed, and they maintain that they shall be distributed according to the law of that country within which they are situated; and in order to carry out this principle, that an administrator cannot be sued in his representative capacity in any other jurisdiction than that in which he acquired the assets. In the case of Vaughn & al. vs. Northup & al., 14 Peters 6, relied upon by the respondent, the Supreme Court of the United States say: "On the other hand, the administrator is exclusively bound for all which he receives under and in virtue of his administration to the proper tribunals of the government from which he derives his authority, and the tribunals of other States have no right to interfere with, or control the application of, those assets according to the *lex loci*. Hence, it has become an established doctrine that an administrator appointed in one State cannot, in in his official capacity, sue for any debts due to his intestate in the courts of another State, and that he is not liable to be sued in *that capacity* in the courts of the latter by any creditor for any debts due there by his intestate." This authority shews that the administrator cannot be sued in his *official* capacity, but it does not shew that he cannot be sued in his individual capacity; and it therefore is not an analogous case. The proceeding in this case is not against Samuel Savage in his representative capacity, but seeks to charge him individually for a wrong, in converting to his own use funds which belonged to the complainants. This proceeding, therefore, is not restrained by the authority of the decision of the Supreme Court above referred to, nor by any authority cited by the counsel of the respondent; for they all establish the same principle, that assets received by an administrator must be distributed according to the law of the country within which they are situated, and that an administrator cannot be sued in his official capacity in any other jurisdiction than that within which administration was granted. The demand sought to be enforced in this case is claimed as a personal debt, which follows the person, and for which suit may be brought wherever the person is found. By not accounting in the court of ordinary in South Carolina, and converting the funds to his own use, as alleged by the complainants, Samuel Savage became liable personally to the complainants, and may be sued by them in whatever civilized country he may be found. In this case there is no question between different jurisdictions in regard to the administration of the assets of William F. Taylor; his will was admitted to probate in South Carolina, and the rights of the complainants are complete according to the laws of that State; and the question here is, whether rights admitted in South Carolina can be enforced here. All the complainants ask is to give them the rights to which they are entitled by the laws of South Carolina, where the will of William F. Taylor

was established, where the assets were received, and the rights of the complainants were admitted, and the conversion by Samuel Savage, as alleged by the complainants, was made. They simply ask the court to carry into effect the law of the county in which the contract was made, or the liability accrued, upon the ground that every forum, when properly applied to, will enforce the *lex loci contræctus.*

The question under discussion has been, in effect, decided by the Supreme Court of the United States in the case of Jefferson L. Edmonds & al. vs. Anderson Crenshaw—14 Peters, 166, and 15 Peters, 119. Crenshaw & McMorris had been appointed executors of the will of Aaron Cates, of South Carolina; they both proved the will, and took letters testamentary. Funds belonging to the estate of the testator were afterwards received by Crenshaw, which subsequently, upon his determination to remove to Alabama, he paid over to his co-executor McMorris. Some years afterwards McMorris became insolvent, having wasted the estate of his testator. A suit in chancery was thereupon brought by the legatees of Cates, in the district court of the United States for the southern district of Alabama, against Crenshaw, for the funds which he had received and paid over to his co-executor; and it was holden by the Supreme Court that they had a right to recover. The decree in their favor was afterwards set aside upon the allegation and proof, that the citation in the cause had not been served upon Crenshaw. But the principles settled by the decree remain the established law of the land. The case of Jefferson L. Edwards & al. vs. A. Crenshaw, is analogous in every particular to the one now before the court. Judge Crenshaw and his able counsel in that case, did not conceive that there was any want of jurisdiction in the court for the southern district of Alabama, for they made no such defence. The Supreme Court, who tried the case, in the last resort, rendered a judgment against Crenshaw, and affirmed both its own jurisdiction and the jurisdiction of the court below. If in that case there was no jurisdiction, it was apparent upon the record, and the Supreme Court would for that cause have dismissed the suit. Upon authority, as well as upon principle, I think the plea to the jurisdiction of the court unsustainable, and it is accordingly overruled.

Passing from the plea to the jurisdiction of the court, the respondent says, that his testator, in the year 1818, made a full and complete settlement of the estate of William F. Taylor in the court of ordinary for Edgefield district, in South Carolina, and paid over the balance in his hands to the agent of those who had a right to receive it. Not resting his defence, however, alone upon this answer and the exhibits, he calls to his aid the statute of limitations. In this State, an action of account may be brought to recover a legacy, and the action will be barred by the lapse of six years. It is a settled rule in a court of chancery, that where there is a concurrent remedy in a court of law with a court of chancery, and a limitation is fixed by statute to the remedy at law, a court of chancery will adopt and be governed by the same limitation: 7 Johns. Ch. Re., 90. 20 Johns. Re., 576. The Supreme Court of the United States say, "Statutes of limitation are applied by courts of equity

in all cases where at law they might have been pleaded." 9 Peters, 62. The counsel for the complainants insist, that the statute of limitations cannot be a bar in this case, for this, among other reasons: because the testator of the respondent had not been called upon to account, and that the statute can run only from the time of his refusal or failure to account after he has been called upon. There are two branches of this case, and I will consider them separately: The first comprises the transactions of Samuel Savage in South Carolina, and the second, his transactions in Kentucky. I will first consider whether the statute of limitations can be applied as a bar to an investigation into his transactions as executor in South Carolina.

In the case of Wilcox et al. vs. the Executors of Plummer, 6 Peters, 182, the question was, at what time the statute of limitations would begin to run in an action against an attorney for negligence in not instituting a suit upon a note placed in his hands for collection. It was holden by the Supreme Court, that the statute would begin to run from the time of the negligence; that is, from his neglect to sue in a reasonable time, which was understood to be the next term of the court to which a suit could be brought. The court direct their opinion to be certified to the court below, upon a division of opinion between the judges in the following language: the opinion of this court will have to be certified in the language of the defendant's supposed bill of exceptions, to wit: on the first count in the declaration, the cause of action arose at the time when the attorney ought to have sued the endorser, which was within a reasonable time after the note was received for collection," &c. If this case be brought to this standard, it must be decided that the statute of limitations would begin to run within a reasonable time after Samuel Savage failed to settle his accounts in the court of ordinary, supposing it to have been his duty to settle at any particular time. It appears from the pleading and exhibits, that, by the laws of South Carolina, it was the duty of S. Savage to have accounted annually in the court of ordinary. It would seem to follow from the decision of the Supreme Court, that the statute of limitations would begin to run within a reasonable time after S. Savage violated his duty in not making annual settlements; that is, within a reasonable time after the first failure. It would, at any rate, begin to run from the time at which he left the State of South Carolina, thereby abandoning his office and duty of executor. But it is said his departure was unknown to the complainants. By due diligence they would have known it, and the law holds every man to reasonable diligence in the protection and prosecution of his rights. It, however, appears from the exhibits in this cause, two letters of Samuel Taylor, one of the complainants, that in 1824, the complainants knew that Samuel Savage had removed from the State of South Carolina; and from that time, unquestionably, the statute of limitations began to run, except so far as the rights of any feme covert and infants were concerned. It is, however, further insisted by the complainants, that the statute of limitations cannot operate in this case; because, as alleged by them, the orphan's court in this State might call an executor or administrator to a

settlement after the lapse of six years, and the legatees or distributees might, after the settlement thus had, maintain a suit upon the bond of the executor or administrator; and as an authority for this, they cite 2 Stewart, 466. Upon looking into that case, it does not appear that there was any question before the court as to the time which would bar any proceeding in the orphan's court for the purpose of settling the account of an executor or administrator; but the question was, whether, after a settlement had, (which is supposed to have been in proper time) the legatee could maintain an action against the administrator with the will annexed upon his bond, assigning the non-payment of the legacy as a breach of the condition of the bond; and the court held the affirmative. The action upon the bond, for a breach of its condition, was not a suit for a legacy; and, therefore, whatever may be the limitation to a proceeding of this kind, it cannot have any influence upon the question now to be decided. The statute expressly authorizes the legatee to bring an action of account for his legacy, and bars his right after the lapse of six years. A court of chancery has concurrent jurisdiction with a court of law of a suit for a legacy, and a legatee may select his tribunal. If he prefers the former, he has to encounter the same bar which obstructs him in his progress in a court of law. There is the same limitation in whichever court he proceeds, and, by the statute of this State, that limitation is six years. No analogy can operate in favor of the complainants against the express provisions of the statute. In the case of Harpending vs. the Dutch Church, 16 Peters, 494, the Supreme Court say, "The second part of the plea, averring that all parts of the land sold had been conveyed, and the moneys received by the corporation more than forty years before the plea was filed, we deem a conclusive bar. The bill seeks the money, and six years barred relief; this being a concurrent remedy with an action at law." Nor do I consider it material, as was insisted in argument, that the statute has not given an action of account against an administrator for a distributive share of the estate of an intestate, because the proceeding in this case is against an executor, and the bar created by the statute must be applied to all suits for a legacy, whether instituted in a court of law or a court of chancery. Mrs. Rainey was a feme covert, and died on the *on the* 15th day of February, 1831, in the lifetime of her husband; at the time of her death, all of her children, who are now complainants, were minors. The rights of Mrs. Rainey, therefore, were not barred in her lifetime; nor could the rights of her children be barred until the age of twenty-seven years—the statute of limitations allowing minors six years after their majority to assert their rights.

The complainants are residuary legatees of William F. Taylor, and have all joined in the proceedings instituted in this court for the recovery of their legacies, as by law they were compelled to do. It is a rule in equity, that in a suit by residuary legatees, all must join; 3 Johns. Ch. Rep., 555; 4 Johns. Ch. Rep., 202; and 16 Vesey, 327. It is also a well established rule of law, that if the debility under which a part of the plaintiffs or complainants labored, did not extend to them all, that de-

bility will not save from the operation of the statute of limitations the rights of even those who were unable to assert them; the rule is, that if one be barred, all are barred; 4 Term Reports, 518; 7 Cranch, 156. William Rainey, one of the complainants, attained the age of twenty-seven years before the institution of this suit, and is barred by the statute of limitations, so far as the transactions of S. Savage in South Carolina are concerned: and, of course, all are barred. It is accordingly the opinion of the court, that it is precluded, by the plea of the defendant, from an investigation of the transactions of Samuel Savage, so far as they occurred in the State of South Carolina.

The second branch of this case comprises the transactions of Samuel Savage in the State of Kentucky. William F. Taylor, at the time of his death, had a deed for 4,400 acres of land, lying in the State of Kentucky, but was out of possession. He had instituted thirty-four suits for their recovery, which were pending at the time of his death. These lands, also, he devised by his will to be sold, and the proceeds to be paid to the complainants. Samuel Savage went several times to Kentucky to attend to these lands, and on the 21st day of July, 1818, he sold 1,059 acres, part of these lands, and received therefor the sum of $2,118. He, however, did not prove the will of William F. Taylor in Kentucky, and it is not charged in the bill that it was ever admitted to record in that State. Some of the suits instituted by William F. Taylor for the recovery of these lands, were successful, so far, that judgments at law were obtained against the tenants. These judgments were enjoined by the tenants in possession, and no answers to the bills of complaint were filed by any person represent[ing] William F. Taylor, and the leases of the lessees in the ejectment suits expired before the institution of this suit, and had nearly expired before the complainants ascertained the situation of those suits; and would have terminated before any of those suits could be finally heard in the supreme court of Kentucky. The lands or their proceeds have been lost to the complainants, except about $6,000, received by their agent, William Primrose, shortly before the expiration of the leases, by compromise with the tenants, or some of them. The complainants allege that this loss occurred in consequence of the negligence of Samuel Savage, and the violation of the trust reposed in him by Wm. F. Taylor, the testator. They claim the whole value of the lands, amounting to a very large sum, except the $6,000 received by their agent, William Primrose. Are they entitled to recover, either the whole value of these lands, or the proceeds of such as were sold by Samuel Savage? These are the questions to be determined by the court.

Samuel Savage could not sell the lands in Kentucky, in virtue of the power conferred upon him by the will of William F. Taylor, without probate of the will in that State. Judge Story, in his Conflict of Laws, 419, says, "it is for the same reason that a power to sell immovable property, given to an executor, cannot be executed, unless upon due probate of the will in the place where the property is situate, and shewing that it may be lawfully done by the *lex loci*." The will of Wm F. Taylor not having been admitted to probate in the State of Ken-

tucky, his executor had no power to sell his real estate in that State; and his conveyance of a portion of it was, I conceive, void. By proving the will of Taylor in South Carolina, and taking letters testamentary in that State, Savage incurred no liability to prove the will in Kentucky, and no responsibility attached to him for not qualifying himself to execute the trust according to the laws of Kentucky. But it is insisted that he voluntarily entered upon the trusts in Kentucky, and that a court of equity will hold him responsible for the losses which the complainants sustained by the lapse of time, their rights being barred by the statute of limitation, or by the expiration of the leases upon which the suits were brought. On the contrary, the respondent contends, that the lands in Kentucky escheated to the Commonwealth upon the death of Taylor, and that the complainants had no rights which could be lost by the conduct of Samuel Savage. The words of the will are, "I do hereby order, will, and direct, on the first day of January next after my decease, or as near that day as conveniently may be, the whole of the property I may die seized or possessed of, or may be, in any wise, belonging to me, be sold," &c., upon a credit; and he directs that the security should be approved by his executors.

It will be seen, that no estate in the lands was devised to the executors, and that they had no interest in them. The power of the executors was a naked authority or trust. If the next of kin of Wm. F. Taylor had been citizens of the United States, the fee would have descended to them until the execution of the power. The law is thus laid down, in Powell on Devises, 292: "A naked authority is where a man devises that his executors shall sell his lands, or orders that his lands shall be sold by his executors; or appoints, constitutes, or empowers A and B, whom he makes his executors of his last will, to sell, *less*, or set to sale, his estate." "In all these cases, the executors have only a naked authority to sell, and after the death of the testator, the freehold descends to the heir who is entitled to the property, until the sale." In the case now under consideration, it may be asked, what became of the fee upon the death of William F. Taylor? It was not devised to his executors, and it could not descend to his heirs, for he had none who could take. In 3 Cruise's Digest, 286, it is said, "where the tenants died without heirs, the lord became entitled to the feud." This law, which was introduced by the Normans, is founded upon the principle, that the blood of the persons last seized in fee is, by some means or other, utterly extinct and gone; and since none can inherit his estate, but such as are of his blood and consanguinity, it follows, as a regular consequence, itself must fail. The land must become, what the feudal writers call, *feodum apertum*, and result back to the lord of the fee, from whom, or from whose ancestor, it was originally devised." And Hargrove, in his note to Coke upon Littleton, 106, says: "Yes, his title (title of the lord paramount to take possession) commences immediately on the want of a tenant, and his title is vested in him without waiting for his own deed or agreement, and as much by mere act of law, as the title of an heir in the case of a descent."

William F. Taylor, therefore, not having disposed of the fee in his lands in Kentucky, by his last will and testament, and not having provided a tenant to do service to the lord, according to the principles of the common law, the lands escheated to the State of Kentucky, unless they should be kept from that predicament by that clause in the will which devised that they should be sold, and the money arising from the sale paid to the complainants. The bill, as it has been observed, does not allege that the will of William F. Taylor was admitted to record in the State of Kentucky, and letters testamentary granted in that State; so the will could not have the effect to convert into money the lands of the testator lying in that State; for, as to those lands, the testator must be taken to have died intestate, 9 Wheaton, 565; 10 Wheaton, 192. The complainants rely much upon the case of Craig vs. Leslie, 3 Wheaton, 563, to sustain their position, that the lands of Wm. F. Taylor, lying in Kentucky, ought to be considered not as land but money. It will be seen, upon an examination of that case, that the testator Craig devised his lands to certain persons as trustees, with directions to sell them, and to pay the money arising from the sale to his brother, who was an alien. The legal title was conveyed to trustees, so that there were persons in whom the fee could legally vest. It was not, as the law calls it, a *feodum apertum;* there was a tenant to do service, and for that reason the land did not escheat. Being lands in the hands of the trustees, directed to be turned into money, the court considered them money in their hands. But in the case now under consideration, the land is not in the hands of the executors: first, because it was not devised to them; and secondly, because they did not prove the will in Kentucky, and take letters testamentary in that State; it therefore cannot be considered money in their hands.

In the case of Walker vs. Denne, 2 Vesey, 170, I find a marginal note of the decision of the chancellor in the following words, viz:—"Trustees not having the legal estate, can't hold against the crown claiming by escheats." The language of the chancellor in making his decree is this: "As the estates actually passed the freehold, he has not devised to his trustees undoubtedly. I cannot find that any estate is given to them in any part of the will. If they were to execute this trust, they must, if they had purchased lands, have declared it to uses as a legal estate, but as to the lands he actually possessed, there is no devise to them at all. The only legal interest in them, would have been to receive the rents and profits during the minority of the son, and to apply them to the married women during their lives. The consequence of their being *no devise to trustees* is, that *one moiety of the freehold does undoubtedly escheat.*" The land then of Wm. F. Taylor, for want of a devise to the executors or trustees, does then, in the language of the chancellor, "*undoubtedly escheat.*" The land, then, having escheated to the Commonwealth, and the legal estate being lost, the trust charged upon it fell with the legal estate.—3 Cruise's Digest, 304.

Chancellor Kent, in the 3rd vol. of his Commentaries, 422, says, "the opinion, in England, is understood to be, that upon the escheat of

the legal estate, the lord will hold the estate free from the claims of the *cestui que trust.*" The legal estate having fallen back upon the State of Kentucky, and the trust with it, the complainants had no interest in the lands which could be affected by the conduct of Samuel Savage; and accordingly, they cannot maintain their suit against him, so far as they seek to charge him with the value of the land in Kentucky.

The only remaining question is, whether S. Savage is chargeable with the amount of money which he received upon a sale of a portion of the land. He received this money in his capacity of executor, and for the use of the complainants, and upon every principle of equity and justice is bound to pay it over, unless he is protected by the statute of limitations, upon which he relies. This is the conclusion to which I should come, independently of any authority, but it is fortified and supported by the cases in Page's Reports, 1 Page, 147; 6 Page, 355.

Upon an inspection of the deeds made by Samuel Savage, for a portion of the Kentucky lands, it appears that there is no warranty, and the law is well settled, that the purchase money cannot be recovered back, although the title should fail, where there is no warranty. There is, therefore, no pretext that Samuel Savage had a right to retain the purchase money, to indemnify him against a suit to be brought against him by his alienee, in case of his eviction.

Is the respondent protected by the statute of limitations from paying over this money to those for whom it was received? It is alleged in the bill, that the cause of action was fraudulently concealed by Samuel Savage. He having no legal right to receive any money in Kentucky, under the will of William F. Taylor, the complainants were not bound to know, and were in fact ignorant, that he had received any money for them in the State of Kentucky, from the sale of a portion of the lands claimed by them; so that, in this part of the case, if there was a concealment of the receipt of any money by S. Savage for the complainants, the cause of action was concealed. The law did not require of them any diligence, because it did not cast any duty upon Savage in relation to the Kentucky lands. Judging from the evidence alone in this cause, I am bound to say, that the allegation in the bill of fraudulent concealment of the cause of action, arising from the receipt of money for a portion of the Kentucky lands, is sustained, and that the estate of Samuel Savage is not protected from *from* the payment of this money by the statute of limitations. The complainants accordingly are entitled to recover of the estate of S. Savage the sum of $2,118, with interest thereon, at the rate of six p. cent. p. annum, from the 21st day of July, 1818, but whether the interest shall be simple or compound, remains to be considered. It is strenuously contended by the complainants, that the interest should be compound, and among other authorities, they rely upon 1st Johnson's Ch. Rep., 620. The rule well established in equity is, that a trustee shall not make any gain out of trust funds; and that where there is reason to believe that he has made more than legal interest, he shall be charged with the excess; and where that cannot be arrived at exactly, he will be charged with compound interest, in order to

reach his actual gains. In the case cited from Johnson's Ch. Rep., it appears that the administrator had been allowed two years to settle the estate; that, during all that time, he had large sums of money in his hands; that he had not settled the estate within the time allowed, although all the debts had been paid within that time, with one or two trifling exceptions. He employed the money in his own business or trade, or in making large loans for his own benefit; and as he did not disclose (as he might have done to the master) what were the profits of the assets thus employed, "it appears to me, (says the chancellor,) as well on principle as authority, that he is chargeable with the interest contained in the report;" that is, compound interest.

In the case reported in 13 Vesey, 410, in which legal interest was allowed against an executor or trustee, instead of the actual interest received, it was upon the principle that the funds of the testator had been drawn from a situation in which they were producing legal interest, and the will had directed that the fund should accumulate for the benefit of his children. The chancellor says, "but these large sums were drawn out of situation where they were producing the benefit required by the will; and yet it is contended, that he is not accountable for the legal interest positively directed by the will to be the standard. The executors certainly never can be permitted to state that." Lord Erskin stated that he had conversed with Lord Seldon, who made the decree, and that he perfectly concurred with him, "that the duty of the executor does not depend upon the general rule, as it relates generally to administration of assets, but upon the special rule prescribed by this particular will; or by which accumulation is directed, the particular mode of accumulation is pointed out, and the executor is told by the will, that he is to derive no advantage from the trust." These two cases seem to settle the rule by which an executor is to be charged with interest:

1. Where he has employed the money of the estate in trade, or in making loans for his own benefit, and refuses to shew the profits, he shall, by way of reaching those profits, be charge[d] with compound interest.

2. Where he has withdrawn the funds of the testator from a profitable situation, in which they were producing legal interest, he should be charge[d] with that interest.

It does not appear from the bill, answer, and exhibits in this case, that Savage loaned the money of his testator for his own use, or employed it in trade; nor is there any thing to shew, or to create a presumption, that he made more than legal interest; nor does it appear that he withdrew the money from a profitable situation, and placed it in a situation producing less profit, by which he would be chargeable with the higher rate of interest, even though it should exceed the legal rate. On the contrary, his representative has answered on oath, that the property which the testator received in payment of the lands sold was of little value, and that the slave received by him died shortly thereafter of a disease previously contracted. According to the opinion of Chancellor Kent, cited by the complainants from 1 Johns. Ch. Rep., the oath of the defendant

before the master in that case, would have been sufficient to exonerate him from the charge of compound interest. Then, in this case, independently of all the circumstances tending to the same result, the full answer of the respondent, verified by oath, is sufficient to free him from the charge of compound interest. Samuel Savage's estate is, therefore, chargeable with simple interest only on the sum received.

A question has been raised by the respondent, whether any of the children of Mary Taylor, afterwards Mary Rainey, are entitled to claim the bounty of Wm. F. Taylor, except William Rainey, who alone was *in esse* at the time of the death of the testator. This is a nice question of law, which it is not material to the interest of the respondent that I should decide. From what has already been said, there must be a decree against the estate of Samuel Savage, for the sum of $2,118, with interest thereon; and it is totally immaterial to the respondent, whether the decree be in favor of William Rainey, or of him in conjunction with the other children of Mary Rainey. And I am the more inclined not to look into this matter, as William Rainey, and his brother and sister, are disposed to consider that each has an equal interest in the bequest of William F. Taylor.

Upon the final hearing of this cause it has been objected, that there was an irregularity in the manner by which the children of Samuel Taylor upon his death were admitted parties to this suit. They had an interest which commenced upon the death of their father, he having a life estate in the bequest of William F. Taylor. I am of opinion that they, upon the death of their father, *they* should have been made parties by a supplemental bill; but the irregularity in the mode of admission I cannot notice on the final hearing of this cause; and by a rule adopted by the Supreme Court of the United States, at its last session, persons situated as the children of Samuel Taylor, may be admitted parties without a supplemental bill, and upon motion.

In conformity to the foregoing opinion, it is ordered, adjudged, and decreed, that the bill of the complainants be dismissed so far as it seeks to recover of the respondent, as the representative of Samuel Savage, any sum of money for the transactions of Samuel Savage, executor of William F. Taylor, in the State of South Carolina; and it is further ordered and decreed, that the said complainants recover of the respondent, as executor of Samuel Savage, deceased, the sum of two thousand one hundred and eighteen dollars, with interest thereon at the rate of six p. cent. p. annum, from the twenty-first day of July, 1818, to this day; and that it be referred to the master in chancery to state an account between the parties, and to report the same to this court.

And it being agreed by the parties, that the account should be stated by the judge of this court in vacation, instead of the master, and the following statement of account between the parties by the judge of this court having been made, viz:

I find that the estate of Samuel Savage is chargeable with the following sum of money, received by the said Savage on the 21st day of July,

1818, from a sale of some of the lands lying in Kentucky, which belonged to William F. Taylor in his lifetime, - - $2,118 00

Interest on the same from the 21st of July, 1818, to the 28th day of November, the commencement of the present term of this court, at the rate of six p. cent. p. annum, amounting to the sum of - - - - 3,094 92

Total am't due, amounting to - - $5,212 92

And the said report being approved by the court, it is ordered, adjudged, and decreed, that the said complainants recover of the said respondent the said sum of five thousand two hundred and twelve dollars and ninety-two cents, to be levied of the goods and chattels, lands and tenements, of the said Samuel Savage, and that the said respondent pay the costs of this suit.

WM. CRAWFORD.

William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants, vs. George M. Savage, executor of the last will and testament of Samuel Savage, deceased, pending in the district court of the United States for the northern district of Alabama, at Huntsville.

Interrogatories.

Interrogatories to be propounded to Alexander Christie, William Smith, James Mair, George Lawson, David Innes, and George Crinkshank, witnesses, residing in Scotland.

Interrogatory first. Were you acquainted with one William F. Taylor, a native of Scotland? If you answer this question affirmatively, state in what geographical division of Scotland he lived, and to what country did he remove, and when.

Second. Have you understood whether the said William F. Taylor is living or dead? If dead, when and where did he die?

Third. Who were the parents of the said William F. Taylor?

Fourth. Was the said William F. Taylor ever married within your knowledge, information, or belief? and if dead, who were his next of kin at the time of his death? and who are the next of kin now living?

Fifth. If he, the said William F. Taylor, had any sister or sisters who survived him, state the names of such survivors; and if they or she married, state to whom, and at what time.

Sixth. If the said William F. Taylor had any surviving sister or sisters at the time of his death, are they now living or dead? if dead, state who are their children, and the ages of such children?

Seventh. If the said William F. Taylor had any surviving brother or brothers at the time of his death, are such brothers now living or dead? if dead, state whether such brother or brothers were ever married; and if married, who are the heirs or children of such brother or brothers; and state the ages of such children or heirs, if there be any.

Eighth. If you should have answered that any of the brothers or sisters of said William F. Taylor who survived him have died, leaving children, if such children be females, state if such female children be married, and if married, to whom.

Ninth. Where are the children of the brothers and sisters of said William F. Taylor residing? of what country are they natives, and to [what] government do they owe allegiance? and of what country were the brothers and sisters of said William F. Taylor natives?

Tenth. Have any of the brothers or sisters of said William F. Taylor ever lived in the United States of America, or have any of their children ever lived therein?

Eleventh. Did the father and mother of said William F. Taylor ever live in said United States? where did they live? and if dead, where did they continue to live until the time of their death?

Twelfth. Did any brother or sister of said William F. Taylor ever visit the United States of America after his death? if so, designate the person or persons, and state the time of their visit, and its object.

HOPKINS & PARSONS,
and McCLUNG,
Solicitors for Complainants.

Filed 13th Jan'y, 1840.
Test: B. T. MOORE, *Clerk.*

Commission.

THE UNITED STATES OF AMERICA,
Northern District of Alabama.

To John Forbes, of Portsoy, Banffshire, in Scotland; Edward Mortimer, of Banff, in Scotland, and William Murdoch and Alexander Stewart, of Huntley, Aberdeenshire, in Scotland, commissioners, &c., or to any one or any of said commissioners.

Know ye, that we in confidence of your prudence, circumspection, and fidelity, do hereby commission, authorize, and empower you to call and cause to come before you, at such time and place as you may appoint, Alexander Christie, William Smith, James Mair, George Lawson, David Innes, and George Cruckshank, residing in Scotland, witnesses on behalf of the plaintiffs in a certain cause now pending and for trial in the district court of the United States of America for the northern district of Alabama; in which said cause William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are plaintiffs, and George M. Savage, executor of *of* the last will and testament of Samuel Savage, deceased, is defendant; and them, after having first duly qualified on oath, examine on the interrogatories exhibited by said plaintiffs hereunto annexed, and such examination so taken from under your hands and seals, or from under the hands and seals of one or any of you, and certified to the district court of the United States of America for the northern district of Alabama as aforesaid, at the term thereof to

be held at the court house in the town of Huntsville, in said district, on the third Monday in May next, to be read in evidence on the trial of said cause.

Witness the Hon. William Crawford, judge of said district court, this twenty-eighth day of January, in the year of our Lord one [L. S.] thousand eight hundred and forty, and in the sixty-fourth year of the independence of the United States of America.

Issued the 28th day of January, 1840.

B. T. MOORE, *Clerk of said Court.*

United Kingdom of Great Britain and Ireland, Scotland—Mains of Newton Garrie, in the parish of Drumblade, and county of Aberdeen.

Be it remembered, that on this first day of April, in the year of our Lord one thousand eight hundred and forty, before us, John Forbes, of Portsoy, Banffshire, in Scotland, Edward Mortimer, of Banff, in Scotland, and William Murdoch, of Huntly, Aberdeenshire, in Scotland, three of the commissioners appointed by the annexed commission, which issued from the office of the clerk of the district court of the United States for the northern district of Alabama, on the twenty-eighth day of January, in the year of our Lord one thousand eight hundred and forty, personally appeared Alexander Christie, of Mains of Dummeries, parish of Drumblade, and county of Aberdeen, Scotland, William Smith, of Adamston, parish and county aforesaid, James Mair, of Backgarrie, parish and county aforesaid, George Lawson, of Overtown of Lessendrum, parish and county aforesaid, and George Cruickshank, of Comestie, parish of Forgue, and county of Aberdeen aforesaid, witnesses for the complainants, in a civil suit now depending in equity in the said district court of the United States for the northern district of Alabama, between William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants, and George M. Savage, executor of Samuel Savage, deceased, defendant; and each of the said witnesses being by us first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid.

Deposition of Alexander Christie.

In answer to the foregoing and annexed interrogatories, the said Alexander Christie did depose and say, in answer to the first interrogatory, that he is seventy-nine years of age, and has for the last fifty-seven years lived and resided at Mains of Dummeries aforesaid, and that he knew and was well acquainted with one William F. Taylor, a native of Scotland, who lived and resided with his parents at Loanhead, in the parish of Drumblade, and county of Aberdeen aforesaid, and who removed from Loanhead aforesaid to the United States of America some time prior to the year one thousand seven hundred and ninety, (say one thousand seven hundred and ninety,) or to the best of his recollection, in the year one thousand seven hundred and eighty-seven.

In answer to the second interrogatory the said witness says, that he understands that the said William F. Taylor is dead, and that he died at his residence at South Carolina, in the United States of America, on the eighteenth day of August, one thousand eight hundred and eleven, having, in addition to other information, seen and read a letter from two of his executors to Samuel Taylor, of Lessendrum, in the parish of Drumblade, and county of Aberdeen, his brother, intimating that he had died on that day.

In answer to the third interrogatory the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes or Taylor, who some time lived and resided at Loanhead aforesaid, and thereafter at Drumdollo, in the parish of Forgue, and county of Aberdeen.

In answer to the fourth interrogatory the said witness says, that the said William F. Taylor was unmarried when he left Scotland, and it does not consist with his knowledge or belief that he, the said William F. Taylor, was ever married; that the next of kin of the said William F. Taylor at the time of his death, were his only surviving brother, the said Samuel Taylor, of Lessendrum, aforesaid, now deceased, and his only sister Mary Taylor or Rainey, also now deceased, then wife of William Rainey, of Drumblade aforesaid, schoolmaster; that the said William F. Taylor's next of kin now living, are William Taylor, George Taylor, Eliza Taylor, and Elspet Taylor, only surviving children of the said deceased Samuel Taylor, *Taylor*, of Lessendrum aforesaid, and William Rainey, Alexander Rainey, and Elizabeth Rainey, only children of the said Mary Taylor or Rainey, deceased.

In answer to the fifth interrogatory the said witness says, that he the said William F. Taylor left surviving him an only sister, the said Mary Taylor or Rainey, deceased, who was married to the said William Rainey, of Drumblade aforesaid, about thirty years ago.

In answer to the sixth interrogatory the said witness says, that the said William F. Taylor had at the time of his death one sister, the said Mary Taylor or Rainey, wife of the said William Rainey, of Drumblade aforesaid, and that she died about eight or nine years ago; that the said Mary Taylor or Rainey left surviving her three children, viz: William Rainey, Alexander Rainey, and Elizabeth Rainey, aforesaid; that the said William Rainey is now about twenty-nine years of age, the said Alexander Rainey is now about twenty-seven years of age, and the said Elizabeth Rainey is now about twenty-five years of age; that he has resided in the same neighborhood with the said William Rainey, Alexander Rainey, and Elizabeth Rainey, since their births; that there has been laid before him the register of baptisms, for the parish of Drumblade, commencing in the year one thousand seven hundred and ninety-one, and continuing down to the year one thousand eight hundred and thirty-nine, along with an extract or copy of the entries therein of the baptism of the said William Rainey, Alexander Rainey, and Elizabeth Rainey, the said entries bearing the dates of said baptisms respectively, and that the said William Rainey was baptised on the

seventh day of August, one thousand eight hundred and ten, the said Alexander Rainey on the thirty-first day of May, one thousand eight hundred and twelve, and the said Elizabeth Rainey on the eighth day of March, one thousand eight hundred and fifteen; that the said extract or copy from said register, has been carefully compared by him with the original entries in said register, and is certified by the minister of the parish of Drumblade; that to the said extract or copy from said register, he has adhibited his name or signature that it may be affixed hereto, and read as a part of his testimony.

In answer to the seventh interrogatory the said witness says, that the said William F. Taylor had at the time of his death only one surviving brother, the said Samuel Taylor, some time of Lessendrum aforesaid, and thereafter of Thomaston, parish and county of Drumblade, and Aberdeen aforesaid, *aforesaid*, to which last mentioned place he had removed from Lessendrum some time before his death; that the said Samuel Taylor was married upwards of thirty years ago to Issabel Lauson, and that he died at Thomaston aforesaid, upon the fifteenth day of March, one thousand eight hundred and thirty-nine; that the heirs and only surviving children of the said Samuel Taylor, are Eliza Taylor or Primrose, wife of William Primrose, now in the United States, William Taylor, some time at Thomaston aforesaid, also now in the United States, George Taylor, surgeon in the British army, and now stationed in Canada, and Elspet Taylor or Porter, wife of George Porter, of Newton Garrie, in the parish of Drumblade, aforesaid; that the said Eliza Taylor, or Primrose, is, to the best of his knowledge and belief, about thirty-six years of age; the said William Taylor about thirty-four years of age; the said George Taylor about thirty-two years of age; and the said Elspet Taylor, or Porter, about thirty years of age. That there has been laid before him the register of baptisms above mentioned, for the parish of Drumblade aforesaid, along with an extract or copy of the entries therein of the said Eliza Taylor's baptism, and of the baptism of the said William Taylor, George Taylor, and Elspet Taylor, the said entries bearing the dates of said baptisms respectively; and that the said Eliza Taylor was baptised on the twenty-first day of April, one thousand eight hundred and four, the said William Taylor on the twelfth day of February, one thousand eight hundred and six, the said George Taylor on the twenty-third day of February, one thousand eight hundred and eight, and the said Elspet Taylor on the twenty-fifth day of Feb'ry, one thousand eight hundred and ten; that the said extract or copy from said register, has been carefully compared by him with the original entries in said register, and is certified by the minister of the parish of Drumblade; that to the said extract or copy from said register he has adhibited his name, or signature, that it may be affixed hereto, and read as a part of his testimony. That the said Samuel Taylor had other two sons, both of whom died in childhood upwards of twenty years ago.

In answer to the eighth interrogatory the said witness says, that the only surviving sister of the said *William* William F. Taylor, namely,

the said Mary Taylor, or Rainey, left surviving her one daughter, the said Elizabeth Rainey, who is still unmarried; that the said Samuel Taylor, the only surviving brother of the said William F. Taylor, left surviving him two daughters, namely, Eliza Taylor, wife of William Primrose aforesaid, and Elspet Taylor, wife of George Porter, of Newton Garrie, aforesaid.

In answer to the ninth interrogatory the said witness says, that the children of the said Mary Taylor, or Rainey, sister of the said William F. Taylor, namely, the said William Rainey, Alexander Rainey, and Elizabeth Rainey, at present live and reside at Monellie, in the parish of Forgue, and county of Aberdeen; that of the children of the said Samuel Taylor, brother of the said William F. Faylor, one lives and resides at Newton Garrie aforesaid, in Scotland, namely, the said Elspet Taylor, or Porter, wife of the said George Porter; that two of said children, namely, the said Eliza Taylor, or Primrose, and William Taylor, now reside in the United States of America, the said Eliza Taylor, or Primrose, having gone to join her husband there nearly *two* two years ago, and the said William Taylor having also left Scotland and gone there in the month of May, one thousand [eight hundred] and thirty-nine. That the said George Taylor is at present stationed in British America; that the said children of the said sister and brother of the said William F. Taylor, are all natives of Scotland, and five of them, namely, William Rainey, Alexander Rainey, Elizabeth Rainey, George Taylor, and Elspet Taylor, or Porter, owe allegiance to the Government of the united kingdom of Great Britain and Ireland, as does the said Porter; that the said brother and sister of the said William F. Taylor were also natives of Scotland.

In answer to the tenth interrogatory the said witness says, that the said Samuel Taylor, brother of the said William F. Taylor, visited the United States of America about twenty-five years ago, having left Scotland for the purpose of investigating the matters of his said brother William F. Taylor, who had died in the United States of America some time previously; that the said Samuel Taylor returned to Scotland, after being absent for a period of nearly twelve months; that neither the said Mary Taylor, or *Rainey*, Rainey, nor the said William Rainey her husband, ever lived in or visited the United States of America, nor have any of their said children ever done so; that neither the said George Taylor, nor Elspet Taylor, or Porter, nor the said George Porter, ever visited the United States of America, or lived therein; that the said Eliza Taylor, or Primrose, and the said William Taylor, now live and reside in the United States of America, having left Scotland and gone there at the periods before mentioned; that the said William Primrose left Scotland about four years ago, and now lives and resides in the United States of America.

In answer to the eleventh interrogatory the said witness says, that neither the father nor mother of the said William F. Taylor ever lived or resided in the said United States, but lived all the days of their lives in the county of Aberdeen, in Scotland; that they lived some time at

Loanhead aforesaid, and thereafter at Drummdollo aforesaid, both in the county of Aberdeen, and they continued to live at Drummdollo aforesaid until the time of their *deaths*, deaths; the said Samuel Taylor, father of the said William F. Taylor, and Elizabeth Forbes, or Taylor, mother of the said William F. Taylor, having both died about thirty years ago.

In answer to the twelfth interrogatory the said witness says, that some years after the death of the said William F. Taylor, and about twenty-five years ago, his said brother Samuel Taylor, then of Lessendrum aforesaid, visited the United States of America, and his object and purpose in doing so was to endeavor to wind up, settle, and adjust the matters and affairs of his said deceased brother William F. Taylor.

ALEX'R CHRISTIE.

Deposition of W. Smith.

The said William Smith, one of the witnesses above named, having been by us first examined, and cautioned, and sworn to testify the truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid, in answer to the foregoing and annexed interrogatories as aforesaid, did depose and say—

In answer to the first interrogatory, that he is in the seventy-eighth year of his age, and has lived and resided all his life at *Adamston*, Adamston, in the parish of Drummblade, and county of Aberdeen aforesaid; that he was acquainted with one William F. Taylor, a native of Scotland, who resided with his parents at Loanhead, in the parish of Drumblade aforesaid; that the said William F. Taylor removed to America in or about the year one thousand seven hundred and eighty-seven from Loanhead aforesaid.

In answer to the second interrogatory the said witness says, that he understands that the said William F. Taylor died in America about thirty years ago.

In answer to the third interrogatory the said witness says, that the parents of *of* the said William F. Taylor were Samuel Taylor and Elizabeth Forbes, or Taylor, sometime of Loanhead aforesaid, and thereafter of Drumdollo, in the parish of Forgue, and county of Aberdeen aforesaid.

In answer to the fourth interrogatory the said witness says, that to the best of his knowledge, information, and belief, the said William F. Taylor was never married; that the next of kin of the said William F. Taylor, at the time of his death, were his sister Mary Taylor, or Rainey, now deceased, then wife of William Rainey, schoolmaster, of Drumblade aforesaid, and Samuel Taylor, then of Lessendrum, in the parish of Drumblade aforesaid, *thereafter* thereafter of Thomaston, in the parish of Drumblade aforesaid, his only surviving brother; that the said William F. Taylor's next of kin now living, are William Rainey, Alexander Rainey, and Elizabeth Rainey, only children of the said Mary Taylor, or Rainey, deceased, and William Taylor, George Taylor, Eliza Taylor, and Elspet Taylor, only surviving children of the said Samuel

Taylor, sometime of Lessendrum aforesaid, his brother, who is also deceased.

In answer to the fifth interrogatory the said witness says, that the said William F. Taylor had surviving him one sister, namely, the said Mary Taylor, or Rainey, who, about thirty years ago, was married to the said William Rainey, schoolmaster, of Drumblade aforesaid.

In answer to the sixth interrogatory the said witness says, that the said William F. Taylor's sister, the said Mary Taylor, or Rainey, died about nine years ago, leaving three children, namely, William Rainey, aged at present about twenty-nine years, Alexander Rainey, now aged about twenty-seven, and Elizabeth Rainey, now aged *about* about twenty-five.

In answer to the seventh interrogatory the said witness says, that the said William F. Taylor had surviving him an only brother, Samuel Taylor, sometime of Lessendrum aforesaid, and thereafter of Thomaston aforesaid; that the said Samuel Taylor, brother of the said William F. Taylor, was married to Isabel Lawson, something more than thirty-six years ago, and he died at Thomaston aforesaid about a year ago; that the heirs or children of the said Samuel Taylor, brother of the said William F. Taylor, are Eliza Taylor, or Primrose, wife of William Primrose, now in the United States of America, who is at present in her thirty-sixth year, William Taylor, sometime at Thomaston, aforesaid, now in the United States, who is about thirty-four years of age, George Taylor, surgeon in the British army, who is now about thirty-two years of age, and Elspet Taylor, or Porter, wife of George Porter, of Newton Garrie, in the parish of Drumblade aforesaid, who is about thirty years of age.

In answer to the eighth interrogatory the said witness says, that the said Mary Taylor, or Rainey, sister of the said William F. Taylor, and who survived him, died, leaving one daughter, the said Elizabeth Ramsey, who is yet unmarried; that the said Samuel Taylor, brother of *the* the said William F. Taylor, and who survived him, left two daughters, Eliza and Elspet, the former of whom is married to the said William Primrose, and the latter to George Porter aforesaid; that the said Mary Taylor, or Rainey, and the said Samuel Taylor, the sister and brother of the said William F. Taylor, also left the sons before mentioned.

In answer to ninth interrogatory the said witness says, that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one resides at Newton Garrie aforesaid, in Scotland, namely, the said Elspet Taylor, or Porter, two, namely, Eliza Taylor, or Primrose, and William Taylor, now reside in the United States of America, the former having gone to join her husband there about two years ago, and the latter having also left Scotland [and] gone there about ten months ago, and the other, namely, George Taylor, is at present stationed in British America. The children of the said Mary Taylor, or Rainey, sister of the said William F. Taylor, namely, William, Alexander, and Elizabeth, at present reside at Monellie, in the parish of *Forgue*, Forgue, and county of Aberdeen; that the said children of the said sister and brother of the said William F. Taylor, are all natives of Scotland, and five of

them, namely, William Rainey, Alexander Rainey, Elizabeth Rainey, George Taylor, and Elspet Taylor, or Porter, owe allegiance to the government of the united kingdom of Great Britain and Ireland, as does the said George Porter; that the said brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory the said witness says, that the said Mary Taylor, or Rainey, sister of the said William F. Taylor, never lived in the United States of America, nor have any of her children ever lived therein; that Samuel Taylor, brother of the said William F. Taylor, went to the United States of America about twenty-five years ago, regarding his brother's affairs, and returned to Scotland within a year thereafter; that Eliza Taylor, or Primrose, and the said William Taylor, children of the said Samuel Taylor last mentioned, now live in the United States of America, as also does the said William Primrose.

In In answer to the eleventh interrogatory, the said witness says that the father and mother of the said William F. Taylor never lived in the United States, they lived at Loanhead aforesaid; for sometime thereafter at Drumdollo aforesaid, where they continued to live until the time of their death.

In answer to the twelfth interrogatory, the said witness says, that about twenty-five years ago, and after the death of the said William F. Taylor, the said Samuel Taylor, his brother, visited the United States of America, and his purpose in doing so was to look after the matters and affairs of the said William F. Taylor.

WILLIAM SMITH.

The deposition of James Mair.

The said James Mair, one of the witnesses above named, having been by us first examined, and cautioned, and sworn to testify the truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit *aforesaid* aforesaid, in answer to the foregoing and annexed interrogatories as aforesaid, did depose and say, in answer to the first interrogatory, that he is in the seventy-third year of his age, and has resided at Backgarrie, in the parish of Drumblade, and county of Aberdeen, during all the days of his life; that he knew, and was well acquainted with, one William F. Taylor, a native of Scotland, who resided at Loanhead, in the parish of Drumblade aforesaid, along with his parents, and who removed to the United States of America prior to the year one thousand seven hundred and ninety; that he was at school with the said William F. Taylor, and has often herded cattle along with him; that he remembers having been very often in company with the said William F. Taylor in his father's house, and particularly on the evening before he left his father's house for America.

In answer to the second interrogatory the said witness says, that he understands the said William F. Taylor died at South Carolina, in the year one thousand eight hundred and eleven.

In answer to the third interrogatory the said witness says, that the parents of the said William F. Taylor were *Samuel* Samuel Taylor and

Elizabeth Forbes, or Taylor, his wife, who both sometime resided at Loanhead, in the parish of Drumblade aforesaid; afterwards at Drumdollo, in the parish of Forgue, and county of Aberdeen.

In answer to the fourth interrogatory the said witness says, that the said William F. Taylor left Scotland unmarried, and to the best of his knowledge, information, and belief, he never was so; that the next of kin of the said William F. Taylor, at the time of his death, were his brother, Samuel Taylor, sometime in Lessendrum aforesaid, and thereafter at Thomaston, in the said parish of Drumblade aforesaid, and Mary Taylor, or Rainey, his sister, and wife of William Rainey, schoolmaster of Drumblade aforesaid; that the next of kin of the said William F. Taylor, now living, are William, George, and Elspet, children of the said Samuel Taylor, sometime of Lessendrum, his brother, now *now* deceased, William, Alexander, and Elizabeth, only children of the said Mary Taylor, or Rainey, also now deceased, his sister.

In answer to the fifth interrogatory the said witness says, that the said Mary *Taylor* Taylor, or Rainey, survived her brother, the said William F. Taylor; that she was married to the said William Rainey, schoolmaster of Drumblade aforesaid, about thirty years ago.

In answer to the sixth interrogatory the said witness says, that the said Mary Taylor, or Rainey, sister of the said William F. Taylor, died in [the] spring of the year one thousand eight hundred and thirty-one, leaving her surviving her three children, namely, William Rainey, now aged about twenty-nine, Alexander Rainey, now aged about twenty-seven, and Elizabeth Rainey, now aged about twenty-five; that he lived within a mile and a half of the residence of the said William Rainey, Alexander Rainey, and Elizabeth Rainey, and has known them from their infancy; that [he] has been shown the register of baptisms for the said parish of Drumblade, commencing in the year one thousand seven hundred and ninety-one, and continued down to the year one thousand eight hundred and thirty-nine, along with an extract or copy of the entries therein, of the baptisms of the said William Rainey, Alexander *Rainey* Rainey, and Elizabeth Rainey; that the said extract, or copy, from the said register, is certified by the *by the* minister of the parish of Drumblade aforesaid, and has been carefully compared by him with the original entries in said register; that to said extract, or copy, from said register, he has adhibited his name or signature, after being certified as aforesaid.

That in answer to the seventh interrogatory the said witness says, the said William F. Taylor had one brother who survived him, namely, the said Samuel Taylor, sometime of Lessendrum, afterwards of Thomaston aforesaid, who was married something more than thirty-six years ago to Isobel Lawson, and who died at Thomaston aforesaid, in the month of March, one thousand eight hundred and thirty-nine; that the said Samuel Taylor, sometime of Lessendrum aforesaid, left surviving him four children, viz: Eliza Taylor, or Primrose, now about thirty-six years of age, William Taylor, now about thirty-four years of age, George Taylor, now about thirty-two years of age, and Elspet Taylor, or Por-

ter, about thirty years of age, *who* who are his heirs; that he has been shown the register of baptisms for the parish of Drumblade aforesaid, along with an extract or copy of the entries therein, of the baptisms of the said Eliza Taylor, or Primrose, William Taylor, George Taylor, and Elspet Taylor, or Porter; that the extract, or copy, from said register, which is certified by the minister of the parish of Drumblade, has been carefully compared by him after being so certified; that to the said extract, or copy, from said register, he (witness) has adhibited his name or signature, that it may be affixed hereto.

In answer to the eighth interrogatory the said witness says, that the said Mary Taylor, or Rainey, who survived her brother, said brother William F. Taylor, left children as aforesaid, of whom one is a daughter, namely, Elizabeth Rainey, who is not yet married; and of the children left by the said Samuel Taylor, sometime of Lessendrum aforesaid, who survived his said brother, William F. Taylor, two are daughters, namely, Eliza, married to William *Primrose* Primrose, and Elspet Taylor, or Porter, married to George Porter, at Newton Garrie aforesaid.

In answer to the ninth interrogatory the said witness says, that the children of the said Mary Taylor, or Rainey, before named, all now reside at Monellie, in the parish of Forgue, and county of Aberdeen; that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one, namely, Elspet, lives at Newton Garrie aforesaid, and is wife of George Porter, residing there, two are in the United States of America, namely, Eliza Taylor, or Primrose, and William Taylor, and one, namely, George, surgeon in the British army, is presently stationed in Canada; that the said William Rainey, Alexander Rainey, and Elizabeth Rainey, and also the said Elspet Taylor, or Porter, and George Taylor, owe allegiance to the Government of the United Kingdom of Great Britain and Ireland, as also does the said George Porter; that the said brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory the said witness says, that the said brother and sister of the said *William* William F. Taylor never lived in the United States of America, but the said brother, Samuel Taylor, left Scotland about twenty-five years ago, and went to the United States for the purpose of looking after the affairs of the said William F. Taylor, but he returned to Scotland within twelve months; that the said Eliza Taylor, or Primrose, and the said William Taylor, now reside in the United States of America, the former having left Scotland in the month of July, one thousand eight hundred and thirty-eight, to join her husband, the said William Primrose, and the latter having left Scotland for the United States in the month of May, one thousand eight hundred and thirty-nine; that the said William Primrose left Scotland about four years ago, and is now in the United States of America.

In answer to the eleventh interrogatory the said witness says, that the father and mother of the said William F. Taylor never resided in the United States of America; that they lived sometime at Loanhead aforesaid, and removed to Drumdollo aforesaid, *where* where they both remained until their death, which happened about thirty years ago.

In answer to the twelfth interrogatory the said witness says, that about twenty-five years ago, and some time after the death of the said William F. Taylor, the said Samuel Taylor, his brother, visited the United States of America, and his object in doing so was to endeavor to adjust the affairs of the said William F. Taylor, but he returned to Scotland after an absence of about ten months.

JAMES MAIR.

The said George Lawson, one of the witnesses above named, having been by us first examined, and cautioned, and sworn to testify the truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid, in answer to the foregoing and annexed *interrogatories* interrogatories as aforesaid, did depose and say, in answer to the first interrogatory: that he is fifty-six years of age, and has resided on the farm of Overtown, of Lessendrum, in the parish of Drumblade, and county of Aberdeen, during all the days of his life; that he was not acquainted with one William F. Taylor, a native of Scotland; that he has heard that a person of that name left the parish of Drumblade for the United States of America.

In answer to the second interrogatory the said witness says, that he has heard and understands that the said William F. Taylor died in the year one thousand eight hundred and eleven, having seen a letter from some one of his friends, intimating his severe illness, and another letter from two of his executors intimating his death.

In answer to the third interrogatory the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes, his wife, who resided at Drumdollo, in the parish of Forgue, and county of Aberdeen.

In answer to the fourth interrogatory the said witness says, that he never heard of the said William F. Taylor *having* having ever been married, and his friends in the parish of Drumblade aforesaid always talked in such a way as to confirm his belief that he was never married; that the next of kin of the said William F. Taylor, at the time of his death, were his sister, Mary Taylor, or Rainey, wife of William Rainey, schoolmaster of Drumblade, and his brother, Samuel Taylor, sometime residing at Lessendrum, thereafter at Thomaston; that the next of kin of the said William F. Taylor, now living, are the children of the said Mary Taylor, or Rainey, viz: William Rainey, Alexander Rainey, and Elizabeth Rainey; and the children of his said brother, Samuel Taylor, viz: Eliza Taylor, or Primrose, William Taylor, George Taylor, and Elspet Taylor, or Porter.

In answer to the fifth interrogatory the said witness says, that the said William F Taylor had one sister who survived him, namely, Mary Taylor or Rainey, who married the said William Rainey, schoolmaster, of Drumblade aforesaid.

In answer to the sixth interrogatory the said witness says, that the said Mary Taylor or Rainey, sister of the said William F. Taylor, who survived him as *as* aforesaid, died in the spring of one thousand eight

hundred and thirty-one, leaving three children, namely, William, aged about twenty-nine years, Alexander, aged about twenty-seven years, and Elizabeth, about twenty-five.

In answer to the seventh interrogatory the said witness says, that the said Samuel Taylor, of Lessendrum, afterwards of Thomaston, survived his said brother, William F. Taylor; that the said Samuel Taylor was married to Isobel Lawson in the month of July, eighteen hundred and three, and died at Thomaston aforesaid in the month of March, eighteen hundred and thirty-nine, leaving four children, namely, Eliza, now about thirty-six years of age, William, now about thirty-four years of age, George, now about thirty-two, and Elspet, now about thirty years of age.

In answer to the eighth interrogatory the said witness says, that of the children left by the said Mary Taylor or Rainey, one was a daughter, who is still unmarried; and of the children left by the said Samuel Taylor, brother *brother* of the said William F. Taylor, two are daughters, namely, Eliza, who is married to William Primrose, now of the United States of America, and Elspet, wife of George Porter, Mains of Newton Garrie, in the said parish of Drumblade aforesaid.

In answer to the ninth interrogatory the said witness says, that the children of the said Mary Taylor or Rainey reside now at Monellie, in the parish of Forgue, and county of Aberdeen, and that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one resides at Newton Garrie aforesaid, namely, Elspet, another, George, a surgeon in the British army, is presently stationed in Canada; Eliza resides with her husband, William Primrose, in the United States of America, and William also resides in the said United States; that the whole of said children are natives of Scotland, and that the said William Rainey, Alexander Rainey, Elizabeth Rainey, George Taylor, and Elspet Taylor or Porter, owe *owe* allegiance to the government of the united kingdom of Great Britain and Ireland, as also does the said George Porter; that the said brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory the said witness says, that neither the said brother nor sister of the said William F. Taylor ever lived in the United States of America, although the said Samuel Taylor, his brother, left Scotland in the month of September, one thousand eight hundred and fifteen, for the said United States of America, and returned from said country to Scotland in the month of June in the following year; that none of the children of the said Mary Taylor or Rainey, or Samuel Taylor, ever lived in the United States, except Eliza Taylor or Primrose, and William Taylor, who both presently reside therein.

In answer to the eleventh interrogatory the said witness says, that neither the father nor the mother of the said William F. Taylor ever lived in the said United States, but they *they* continued to live, until the time of their death, in the county of Aberdeen, in Scotland.

In answer to the twelfth interrogatory the said witness says, that the said Samuel Taylor, brother of the said William F. Taylor, visited the

United States of America at the period aforesaid, and after his brother's death, and his object in doing so was to endeavor to effect a settlement of the affairs of his brother, William F. Taylor.

GEORGE LAWSON.

The said George Cruickshank, one of the witness[es] above named, having been by us first examined, and cautioned, and sworn to testify the truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid, in answer to the foregoing and annexed interrogatories as aforesaid, did depose and say, in answer to the first interrogatory, that he is above seventy years of age, and *and* has lived all his lifetime in the parish of Forgue, and county of Aberdeen, adjoining the parish of Drumblade, in said county; that he knew, and was well acquainted with William F. Taylor, a native of Scotland, who resided with his parents at Loanhead, in the parish of Drumblade aforesaid, and removed to the United States of America about fifty years ago; that he was at school with the said William F. Taylor.

In answer to the second interrogatory the said witness says, that he understands the said William F. Taylor died in the United States aforesaid, but he cannot mention the exact period of his death.

In answer to the third interrogatory the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes or Taylor, his wife, who resided sometime at Loanhead, in the parish of Drumblade aforesaid, afterwards at Drumdollo, in the parish of Forgue aforesaid.

In answer to the fourth interrogatory the said witness says, that the said William F. Taylor was unmarried when he left Scotland, and it is not within his knowledge, information, or belief, that he ever was married *married;* that the nearest of kin of the said William F. Taylor were his sister, Mary Taylor or Rainey, and his brother, Samuel Taylor, some time of Lessendrum, thereafter at Thomaston, both in the parish of Drumblade aforesaid, at the period of the death of him, the said William F. Taylor; that in consequence of the deaths of the said brother and sister of the said William F. Taylor, his next of kin now living are their surviving children, viz: William Rainey, Alexander Rainey, and Elizabeth Rainey, children of the said Mary Taylor or Rainey, and Eliza Taylor or Primrose, William Taylor, George Taylor, and Elspet Taylor or Porter, children of the said last mentioned Samuel Taylor.

In answer to the fifth interrogatory the said witness says, that the said William F. Taylor had one sister who survived him, viz: the said Mary Taylor or Rainey, who was married to William Rainey, schoolmaster, of Drumblade aforesaid, above thirty years ago.

In answer to the sixth interrogatory the said witness says, that the said Mary Taylor or Rainey, the sister of the said William F. Taylor, who survived *vived* him, died about nine years ago, leaving children, viz: William, aged about twenty-nine years, Alexander, aged about twenty-seven years, and Elizabeth, aged about twenty-five; that he has this day been shewn the register of baptisms for the parish of Drumblade

aforesaid, along with an extract or copy of the entries therein of the baptisms of the said William Rainey, Alexander Rainey, and Elizabeth Rainey; that the extract or copy from said register is certified by the minister of the parish of Drumblade, has been carefully compared by him (the witness) with the original entries in said register, and that the said extract or copy, after being so certified, has been signed by him, in order that it may be affixed hereto.

In answer to the seventh interrogatory the said witness says, that the said William F. Taylor, at the time of his death, had one surviving brother, namely, the said Samuel Taylor, then of Lessendrum aforesaid, thereafter of Thomaston aforesaid, who died in the spring of one thousand eight hundred and thirty-nine; that the said Samuel *Samuel* Taylor, last above mentioned, about thirty-seven years ago married Isobel Lawson, and left four children, viz: Eliza, now about thirty-six years of age, William, about thirty-four, George, about thirty-two, and Elspet, about thirty years of age; that he has been this day shown the register of baptisms for the parish of Drumblade, along with an extract or copy of the entries therein of the baptisms of the said Eliza Taylor, William Taylor, George Taylor, and Elspet Taylor; that the said extract or copy from said register is certified by the minister of the parish of Drumblade aforesaid, and has been carefully compared by the witness with the original entries in said register, and that to said certified extract or copy from said register he has adhibited his signature, in order that the said extract or certified copy may be affixed hereto.

In answer to the eighth interrogatory the said witness says, that the said Mary Taylor or Rainey, the sister of the said William F. Taylor, and who survived him, died at the period *period* before mentioned, leaving the children before named, of whom one is a daughter, the said Elizabeth Rainey, who is yet unmarried; that the said Samuel Taylor, the brother of the *the* said William F. Taylor, and who survived him, died also at the period before mentioned, leaving the children before named, of whom two are daughters, namely, the said Eliza Taylor or Primrose, who was married to the said William Primrose, now of the United States, and Elspet Taylor or Porter, who was married to the said George Porter, of Newton Garrie aforesaid.

In answer to the ninth interrogatory the said witness says, that the children of the said Mary Taylor or Rainey, before named, all now reside at Monellie, in the parish of Forgue, and county of Aberdeen; that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one—viz: Elspet—resides at Newton Garrie aforesaid, and is wife of George Porter; these two are in the United States of America, viz: *viz.* Eliza Taylor or Primrose, and William Taylor; and one—viz: George—is a surgeon in the British army, and presently stationed in Canada; that the said William Rainey, Alexander Rainey, and Elizabeth Rainey, and also the said Elspet Taylor or Porter, and George Taylor, owe allegiance to the government of the united kingdom of Great Britain and Ireland, as also does the said George Porter; that the said brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory the said witness says, that neither the said brother or sister of the said William F. Taylor ever lived in the United States of America, nor have any of their children, with the exception of the said Eliza Taylor or Primrose, and the said William Taylor, who now both reside in said United States; that the said Samuel Taylor, although he never resided in the said United States, went out there from Scotland about twenty-five years ago, and some time after the death *death* of his said brother, regarding his matters; but he returned to Scotland within twelve months.

In answer to the eleventh interrogatory the said witness says, that neither the father or the mother of the said William F. Taylor ever lived in the said United States; that they lived some time at Loanhead aforesaid, afterwards at Drumdollo; at which last mentioned place they continued until the time of their deaths, which happened about thirty years ago.

In answer to the twelfth interrogatory the said witness says, that the said Samuel Taylor visited the United States of America after the death of his brother, the said William F. Taylor, and about twenty-five years ago as aforesaid, for the object of adjusting the affairs of the said William F. Taylor, his brother.

GEORGE CRUIKSHANK.

United kingdom of Great Britain and Ireland, Scotland—Mains of Newton Garrie, in the parish of Drumblade, and county of Aberdeen:

We, John Forbes, of Portsoy, Banffshire, in Scotland, Edward Mortimore, of Banff, in Scotland, and William Murdock, of Huntly, Aberdeenshire, in Scotland, three of the commissioners appointed by the foregoing and annexed commission, do hereby certify, that on this first day of April, in the year of our Lord one thousand eight hundred and forty, we were attended by Alexander Christie, of Mains of Dummaries, parish of Drumblade, and county of Aberdeen, Scotland, William Smith, of Adamston, parish and county aforesaid, James Mair, of Backgarrie, parish and county aforesaid, George Lawson, of Overtown, of Lessendrum, parish and county aforesaid, and George Cruickshank, of Comister, parish of Forgue, and county of Aberdeen aforesaid, witnesses, who were named and produced for the complainants in the civil suit aforesaid, who are persons of sound mind and lawful age, at Mains of Newton Garrie, in the parish of Drumblade, and county of Aberdeen, in Scotland; that each of said witnesses was by us carefully examined, cautioned, and sworn to testify *testify* the whole truth in answer to the interrogatories annexed to the said commission; that the answer of each of said witnesses to the interrogatories aforesaid were made in our presence, and the deposition of each of said witnesses was by the said William Murdock, one of the said commissioners, reduced to writing in our presence, and in the presence of the said witnesses, and after carefully reading the same to the said witnesses, they subscribed the same in our presence. We have retained the said deposition in our possession for the purpose of sealing up, directing, and forwarding the same with our own hands to

the court for which the same were taken. We further certify that we are not, nor is either of us, of counsel or attorney to either of the parties in said depositions and caption named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof, we have hereunto set our hands and seals.

JOHN FORBES, *Commissioner.* [L. S.]
EDW'D MORTIMER, *Commissioner.* [L. S.]
WM. MURDOCK, *Commissioner.* [L. S.]

Record of baptisms in Scotland, referred to in said deposition.

August 7th, 1810. Mr. William Rainey, schoolmaster at Drumblade, had a son by his wife Mary Taylor, baptized named William; Mr. Ellis, minister at Calsalmund, and Mr. Gordon, minister at Drumblade, witnesses.

"May 31st, 1812. Mr. William Rainey, schoolmaster of Drumblade, had a son by his wife Mary Taylor, baptized named Alexander; Mr. George Gordon, Manse of Drumblade, and Samuel Taylor, in Muckletown of Lessendrum, witnesses."

"March 8th, 1815. Mr. William Rainey, schoolmaster of Drumblade, had a daughter by his wife Mary Taylor, baptized named Elizabeth; Mr. Allandyce, minister of Forgue, and Samuel Taylor, of Lessendrum, witnesses."

The above are all extracted verbatim from the kirk session register of births and baptisms of the parish of Drumblade, this first day of April, eighteen hundred and forty.

By GEO. R. DAVIDSTON, *Min'r pro Cl'k.*

Mains of Newton Garrie, parish of Drumblade, and county of Aberdeen, Scotland, the first day of April, one thousand eight hundred and forty years.

What is contained on the preceding page is one of the extracts or copies from the register of baptisms of the parish of Drumblade, referred to in our deposition this day.

ALLEX. CHRISTIE,
JAMES MAIR,
GEORGE CRUICKSHANK.

JOHN FORBES, *Commissioner.*
ED'W MORTIMER, *Com'r.*
WM. MURDOCK, *Commissioner.*

Records of Baptisms.

"April 21st, 1804. Samuel Taylor, in Muckletown, of Lessendrum, had a daughter by his wife Isobel Lawson, baptized named Elizabeth; Samuel Taylor, in Drumdollo, and George Lawson, in Muckletown, witnesses."

"Feb'y 12th, 1806. Samuel Taylor, Muckletown, of Lessendrum, had a son by his wife Isobel Lawson, baptized named William; Samuel

Taylor, in Drumdollo, and George Lawson, in Muckletown, witnesses."

"23d February, 1808. Samuel Taylor, in Muckeltown, had a son by his wife Isabel Lawson, baptized named George; Samuel Taylor, in Drumdollo, and George Lawson, in Muckeltown, witnesses."

"25th February, 1810. Samuel Taylor, in Muckeltown, of Lessendrum, had a daughter by his wife Isabel Lawson, baptized named Elspet; George Lawson and John Murray, then witnesses."

The above are all extracted ver*taken* from the kirk session record of births and baptisms of the parish of Drumblade, this 1st day of April, 1840.

By GEO. R. DAVIDSON, *Min'r pro Clk.*

Mains of Newton Garrie, parish of Drumblade, and county of Aberdeen, Scotland, the first day of April, one thousand eight hundred and forty years.

What is contained in this and the preceding page is one of the extracts from the register of baptisms of the parish of Drumblade, referred to in our depositions this day.

ALLEX. CHRISTIE,
JAMES MAIR,
GEORGE CRUICKSHANK.

JOHN FORBES, *Commissioner.*
ED'W MORTIMER, *Commissioner.*
WM. MURDOCK, *Commissioner.*

Deposition of James Durno.

UNITED STATES OF AMERICA,
State of Missouri, city of St. Louis, ss:

Be it remembered, that on this third day of June, in the year of our Lord eighteen hundred and forty, before me, John F. Darby, mayor of the city of St. Louis, in the State of Missouri, and chief executive officer of said city, personally appeared James Durno, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity in the district court of the United States, in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said James Durno, being by me first carefully examined, cautioned, and sworn to testify the whole truth, did depose and say: That about the latter end of May, in the year one thousand eight hundred and thirty-seven, he accompanied William Primrose, then the agent of, and now one of the complainants in the above cause, from Decatur to Lauderdale county, in the State of Alabama, for the purpose of introducing him to Samuel Savage, father of defendant in the above cause, and then only surviving executor of W. F. Taylor, deceased, as the special agent of the heirs of said W. F. Taylor; and that, on or about the second day of June, they arrived at the residence of Samuel

Savage, to whom witness did introduce said Primrose as agent as aforesaid.

Witness says further, that he was present during several hours' conversation between the said Primrose and said Savage, respecting the management and settlement of the estate of said W. F. Taylor, deceased, of which said Savage was the surviving executor; that said Primrose interrogated said Savage, especially respecting a tract of land in the State of Kentucky, which belonged to the estate of W. F. Taylor, and about which a lawsuit had been pending many years ago; to which interrogatories said Samuel Savage answered, that the suits were never ended; that the lands were of little value, and never could have been recovered or made available to the estate, and that he had long since given them up as entirely hopeless.

Witness further says, that said Primrose continued to press his interrogatories respecting said lands, and asked whether it did not come within the knowledge of him, said Savage, that the suits had been ended, and judgments recovered in favor of the estate of said W. F. Taylor; and that portion of said lands had been afterwards sold and conveyed by the executor, or some of them. To which said Savage answered, with great boldness, that the suits were never ended, and that it was impossible the lands ever were, or could have been sold, without his knowledge. Said Primrose then put the direct question, whether said Savage had himself sold and conveyed a portion of said lands in the year 1818. To which, said Savage answered, in the most solemn manner, and repeated his answer with much firmness, that he had never sold one foot of the land, nor had he ever been in Kentucky after the year 1816; that in said year he had told Samuel Taylor, the brother of said W. F. Taylor, that he considered these lands hopeless, and would take no further steps in relation to them. After which, he never did go to Kentucky, nor enquire anything further in relation to them; and he repeated that the lands were not worth enquiring after, and it would be great folly in the heirs to give themselves any further trouble in relation to them. That, at the period of conversation, said Primrose put into the hands of said Savage two documents, purporting to be copies of conveyances from the records of Kentucky of portions of said lands that had been sold by said Savage in 1818, and asked him whether he had made such sales and conveyances. When, after some seeming confusion and surprise, he answered that he had made such conveyances, and that he was in Kentucky in the year 1818; but that he had never got one cent of money for these lands; that he only got one old negro woman, who had died soon after.

Said Primrose then put other interrogatories respecting the estate of W. F. Taylor, in Carolina, &c., to which said Savage was entirely unable to give satisfactory answers; the amount of what he said after this, being principally that he was not guilty of frauds, that he had never pocketed a cent of the heirs' money, and that his character was above any such suspicion; yet he did express a strong desire to have the matter settled in his lifetime, and asked said Primrose, with much earnestness and anxiety, what course he meant to pursue in relation to it. When

said Primrose, after deliberating, offered to submit his whole management and acting as executor on said estate to the judgment and determination of mutual arbitrators, and to go into bond—to be bound by the decision of such arbitrators. To this proposition said Savage seemed inclined to accede; but said he did not like to sign bonds. He asked if said Primrose would be satisfied with merely a reference of the Kentucky lands; and then asked for time to advise in relation to such arbitration. To which said Primrose replied, that he would include in such arbitration all his acts as executor, and would give him forty days to consider on it, and determine whether he would accept of the proposition, and settle in this way to avoid suit. To this Mr. Savage replied, that he would advise and determine within the time named, and would make known his determination to Col. J. W. McClung, the counsel of said Primrose, in Huntsville, Alabama.

Witness further states, that said Savage concealed and denied, with much promptness, his sale of the said Kentucky lands, until the production of said deeds by said Primrose; when he said, "you have got the advantage of me, you have been in Kentucky and I did not know of it;" and that George M. Savage, the defendant in the above cause, was present during the greater portion of the interview between said Savage and said Primrose. Witness further states, that he personally knows, and is well acquainted with William Primrose, one of said complainants in the above entitled cause, and that he has always known him to be a native of the adjoining county where said deponent was born, and that the said Primrose is an alien, a native born citizen of Banffshire, in Scotland, from which place he emigrated to the United States in the year of our Lord eighteen hundred and thirty-six, and that it does not consist with the knowledge of this deponent to be able to state, whether said Primrose has become naturalized in the United States or not.

JAMES DURNO.

Sworn to and subscribed before me, this 3d day of June, 1840.

JOHN F. DARBEY,
Mayor of the city of St. Louis.

Plat of survey referred to in the dep. of W. Blanton.

[For plat see original.]

The above plat represents a tract of land surveyed for Daniel Broadhead, by virtue of military warrant under the King of Great Britain's proclamation, dated in 1763, calling for 4,400 acres, but by a resurvey, made by me in December, 1836, is found to contain 5,040 acres; that

Savage, to whom witness did introduce said Primrose as agent as aforesaid.

Witness says further, that he was present during several hours' conversation between the said Primrose and said Savage, respecting the management and settlement of the estate of said W. F. Taylor, deceased, of which said Savage was the surviving executor; that said Primrose interrogated said Savage, especially respecting a tract of land in the State of Kentucky, which belonged to the estate of W. F. Taylor, and about which a lawsuit had been pending many years ago; to which interrogatories said Samuel Savage answered, that the suits were never ended; that the lands were of little value, and never could have been recovered or made available to the estate, and that he had long since given them up as entirely hopeless.

Witness further says, that said Primrose continued to press his interrogatories respecting said lands, and asked whether it did not come within the knowledge of him, said Savage, that the suits had been ended, and judgments recovered in favor of the estate of said W. F. Taylor; and that portion of said lands had been afterwards sold and conveyed by the executor, or some of them. To which said Savage answered, with great boldness, that the suits were never ended, and that it was impossible the lands ever were, or could have been sold, without his knowledge. Said Primrose then put the direct question, whether said Savage had himself sold and conveyed a portion of said lands in the year 1818. To which, said Savage answered, in the most solemn manner, and repeated his answer with much firmness, that he had never sold one foot of the land, nor had he ever been in Kentucky after the year 1816; that in said year he had told Samuel Taylor, the brother of said W. F. Taylor, that he considered these lands hopeless, and would take no further steps in relation to them. After which, he never did go to Kentucky, nor enquire anything further in relation to them; and he repeated that the lands were not worth enquiring after, and it would be great folly in the heirs to give themselves any further trouble in relation to them. That, at the period of conversation, said Primrose put into the hands of said Savage two documents, purporting to be copies of conveyances from the records of Kentucky of portions of said lands that had been sold by said Savage in 1818, and asked him whether he had made such sales and conveyances. When, after some seeming confusion and surprise, he answered that he had made such conveyances, and that he was in Kentucky in the year 1818; but that he had never got one cent of money for these lands; that he only got one old negro woman, who had died soon after.

Said Primrose then put other interrogatories respecting the estate of W. F. Taylor, in Carolina, &c., to which said Savage was entirely unable to give satisfactory answers; the amount of what he said after this, being principally that he was not guilty of frauds, that he had never pocketed a cent of the heirs' money, and that his character was above any such suspicion; yet he did express a strong desire to have the matter settled in his lifetime, and asked said Primrose, with much earnestness and anxiety, what course he meant to pursue in relation to it. When

said Primrose, after deliberating, offered to submit his whole management and acting as executor on said estate to the judgment and determination of mutual arbitrators, and to go into bond—to be bound by the decision of such arbitrators. To this proposition said Savage seemed inclined to accede; but said he did not like to sign bonds. He asked if said Primrose would be satisfied with merely a reference of the Kentucky lands; and then asked for time to advise in relation to such arbitration. To which said Primrose replied, that he would include in such arbitration all his acts as executor, and would give him forty days to consider on it, and determine whether he would accept of the proposition, and settle in this way to avoid suit. To this Mr. Savage replied, that he would advise and determine within the time named, and would make known his determination to Col. J. W. McClung, the counsel of said Primrose, in Huntsville, Alabama.

Witness further states, that said Savage concealed and denied, with much promptness, his sale of the said Kentucky lands, until the production of said deeds by said Primrose; when he said, "you have got the advantage of me, you have been in Kentucky and I did not know of it;" and that George M. Savage, the defendant in the above cause, was present during the greater portion of the interview between said Savage and said Primrose. Witness further states, that he personally knows, and is well acquainted with William Primrose, one of said complainants in the above entitled cause, and that he has always known him to be a native of the adjoining county where said deponent was born, and that the said Primrose is an alien, a native born citizen of Banffshire, in Scotland, from which place he emigrated to the United States in the year of our Lord eighteen hundred and thirty-six, and that it does not consist with the knowledge of this deponent to be able to state, whether said Primrose has become naturalized in the United States or not.

JAMES DURNO.

Sworn to and subscribed before me, this 3d day of June, 1840.

JOHN F. DARBEY,
Mayor of the city of St. Louis.

Plat of survey referred to in the dep. of W. Blanton.

[For plat see original.]

The above plat represents a tract of land surveyed for Daniel Broadhead, by virtue of military warrant under the King of Great Britain's proclamation, dated in 1763, calling for 4,400 acres, but by a resurvey, made by me in December, 1836, is found to contain 5,040 acres; that

portion within the red lines above contains the land sold by Samuel Savage in July, 1818, and calls for 1,059 acres, but contains actually 1.414 acres, as ascertain[ed] by said resurvey, made at the request of William Primrose, as agent of the heirs of W. F. Taylor, deceased.

By WILLIS BLANTON, *S. F. C.*

FRANKFORT, 14*th April*, 1840.

Deposition of W. Blanton.

UNITED STATES OF AMERICA, *State of Kentucky*,
County of Franklin, town of Frankfort, ss:

Be it remembered, that on the 14th day of April, in the year 1840, before me, Henry Wingate, a justice of the peace in and for the county of Franklin and State of Kentucky, duly commissioned, sworn, and acting as such, and by virtue of my said commission a judge of the Franklin county court, in the State aforesaid, personally appeared Willis Blanton, esq., a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity in the district court of the United States, in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant. And the said Willis Blanton, being by me first duly and carefully examined, cautioned, and sworn to testify the whole truth, did depose and say, as follows: That he has been the surveyor of Franklin county upwards of twenty-five years, during which time he has surveyed a great quantity of land in the adjoining counties; that in November and December, 1836, at the instance and by the request of William Primrose, as agent for the heirs of William F. Taylor, deceased, he made a survey of a tract of land in Washington county, known by the name of Broa[d]head's tract, which patent called for 4,400 acres, but found said tract to contain 5,040 acres. At the same time he made a resurvey of that portion of said tract embraced in two deeds, bearing date 21 July, 1818, made by Samuel Savage to Alexander McDonald and others, and to Zachariah Peters and others, which said deeds call for 1,059 acres, but contain actually 1,414 acres, within the limits described in said deeds. The plat hereto annexed, and certified by the signature of the deponent, is a true representation of said lands. All of the original corners were found standing when said resurvey was made. That portion included within the red lines on said plat represents the lands sold by said Savage as aforesaid. This deponent further says, that said tract of land is valuable, being very fertile soil and well improved, it being thickly *settled.* In 1836 this deponent considered this tract of land worth $25 or $30 per acre. That portion sold and conveyed by Savage is the richest soil on the tract, and lies better. I believe that in 1818 it must be worth at least $10 per acre, agreeable to the average prices of lands in this State; and further this deponent saith not.

WILLIS BLANTON.

UNITED STATES OF AMERICA,
State of Kentucky, Franklin county, sct:

I, Henry Wingate, a justice of the peace in and for the Commonwealth and county aforesaid, duly commissioned, sworn, and acting as such, and being, in virtue of my said commission, a judge of the county court of Franklin county, do hereby certify, that the reason for taking the foregoing deposition, and the fact is, that the witness lives in the town of Frankfort and State of Kentucky, more than one hundred miles from Huntsville, in the State of Alabama, the place of trial of the cause, for and in which said deposition is taken, and is necessary. I further certify, that no notification was made out and served on the defendant, or adverse party, or his attorney, to be present at the taking of the deposition, and to put interrogatories if he or they might think fit; and that no notification of the time and place of taking the said deposition was made out and served on the said defendant, or adverse party, because neither the said adverse party, nor any attorney of the said adverse party, was at the time of taking of said deposition within one hundred miles of the said town of Frankfort, in the State of Kentucky, the place of taking said deposition. I further certify, that on this 14th day of April, 1840, I was attended by the witness, who is of sound mind and lawful age, and the said witness was by me carefully examined, cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness; and after carefully reading the said deposition to the said witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing, and forwarding the same, with my own hand, to the court for which the same was taken. I further certify, that I am not counsel or attorney for either of the parties in said deposition and caption named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereto set my hand and seal.

H. WINGATE, *J. P.* [SEAL.]

J. Lowe's deposition.

UNITED STATES OF AMERICA, *State of Kentucky,*
Town of Springfield and county of Washington, sct:

Be it remembered, that on this the 21st day of April, in the year 1840, before me, John B. Smith, presiding judge of the county court of the county of Washington, in State of Kentucky, personally appeared John Lowe, a person of sound mind and lawful age, a witness for the complainant in a civil suit now pending in equity, in the district court of the United States in and for the northern district of Alabama, wherein William Taylor, William Primrose and Eliza his wife, George Taylor, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant. And the said John Lowe, being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say, that he has lived in

Washington county, Kentucky, and on the tract of land known by the name of the Broa[d]head tract, since the year 1795, (seventeen hundred and ninety-five,) or thereabouts; that some time in the year 1808 (eighteen hundred and eight) suits in ejectment were brought in the general court at Frankfort, in the State of Kentucky, against the father of him, witness, and all the other occupants on said tract, to the number of about thirty, by one William F. Taylor; that he, witness, acted as agent for a number of the occupants, in employing counsel and defending said suits, and thereby became well acquainted with the title under which both plaintiff and defendants claimed. The title of plaintiff was a conveyance from Daniel Broadhead himself, who was the original patentee. The title of the defendants was under a conveyance to Alexander and Richard McDonald, from one Jacob Bremner, calling himself the attorney of Daniel Broadhead. He acted under a general power of attorney, which was not recorded in Washington county, and his conveyance was of a subsequent date, by nearly ten years, to the conveyance from Daniel Broadhead under which plaintiff claimed. The suits were continued until the January term, 1818, when judgments were recovered against all the defendants then on the land. Defendants having purchased from Alexander and Richard McDonald, who held the whole tract under said conveyance from said Jacob Bremner, now returned on said McDonald for recourse; and, in order to quiet the possession of said defendants, who held warrantee titles, said Alexander McDonald and one Zachariah Peter went to the State of South Carolina, to Samuel Savage, executor of William F. Taylor, who had formerly been in Kentucky attending to these suits, to purchase from said Savage the title of said Wm. F. Taylor. There were seven defendants, to wit: Wm. Willis, Elijah Whitten, Wm. Peter, John Clark, Peggy Stalcup, Abner Short, and John Head, who had not purchased from said McDonald. They claimed under a survey of about 1,272 acres, in the name of John Gill, which laid partly within Broadhead's tract, but which was a junior patent to Broadhead's, and judgment was recovered against them at same time with the others; they formed part of the suits by W. F. Taylor. On the return of said Alexander McDonald and Zachariah Peter from the State of South Carolina, it was represented so by them, and believed by the defendants, that A. McDonald, on behalf of himself and the heirs of his deceased brother, Richard, had purchased, or would be able to purchase, from said Savage, the title of said W. F. Taylor to all the land, except that in possession of the above mentioned seven defendants, which comprehended 1,000 (one thousand) acres or thereabouts. Afterwards, and some time in the summer of 1818, said Samuel Savage came to the State of Kentucky, where he remained but a short time, and made sales and conveyances of a portion only of the above mentioned land. Defendants living on that portion not included in said conveyances by said Savage, nor included in the above seven under John Gill, among whom witness's father was one, were then informed by Alexander McDonald, and did believe, that he had agreed with said Savage for the whole, except that claimed under Gill as aforesaid; and said Savage never called

on said defendants, either to buy these lands from him, nor was any attempt ever made by Samuel Savage, or any attorney, to turn said defendants out of possession. This could easily have been done, as the said defendants took no steps after the judgments to protect themselves, other than the warrantees of said McDonald. Witness saw and was with said Samuel Savage on various occasions during his said visit to Washington county, in Kentucky. He had with him a son, named William F. Taylor Savage, whom he represented to witness, and the other occupants on said tract, as the heir of William F. Taylor's lands in the State of Kentucky. He said the said William F. Taylor had, by his will, left the said tract of land to his said son, and he was acting as the executor of said will, on recovering the property in behalf of his son. This was believed by witness and the other occupants to be the fact. Nor did witness ever hear or know of any other heirs of said W. F. Taylor, until informed by one William Primrose, in the fall of 1836, that there were heirs in Scotland. Said Savage appointed John Hug[h]es, jr., then clerk of the circuit and county court in and for said county of Washington and State of Kentucky, as his agent to collect what remained unpaid of the price of the lands sold by said Savage. Witness does not know the considerations agreed for between said Savage and McDonald, nor does he remember the sums named in the deeds made for said lands; but he does know the fact to be, that said Savage received part in barter —in negroes and horses; and he knows that some of the debtors for said purchase were afterwards sued in the circuit court of this county, one of which suits against the heirs of Richard McDonald was settled by the sale of a negro man named Bob, who was well known to this witness. Said negro brought upwards of six hundred dollars. All the persons who purchased from Savage were good, and continued solvent; and witness has good reason to believe that the full consideration agreed on was paid by them to said Savage or his agent. After judgments were obtained, executions issued at the instance of said Savage, against some, if not all, of the aforesaid seven defendants, who held under Gill; when said seven defendants injoined, and filed bills in chancery, to prevent Savage obtaining possession. Said bills were filed against Samuel Savage and the unknown heirs of William F. Taylor, and were attended to by this witness on the part of some three or four of said seven. Said suits were not defended by said Savage, or by any attorney on behalf of the heirs of said Taylor; and judgments were recovered about the year 1826 or 1827, by four of said seven, to wit, William Willis, John Clark, Margaret, or Peggy, Stalcup, and Abner Short, against said Savage and the unknown heirs of William F. Taylor. Said four possessions comprehended about six hundred acres. The remaining three of the seven did not recover judgments, nor were they, or any other occupants on the tract, ever disturbed in their possession by said Savage, or any of the heirs of William F. Taylor, until the appearance of said William Primrose in 1836. About the time judgments were recovered, and between that time and 1821, a claim was set up to a survey of about 10,000 (ten thousand) acres, in the name of one William Tinney. This survey cov-

ered a large portion of the Broadhead tract. About the same period a claim was set up to another survey, or patent, of about 2,000 (two thousand) acres, in the name of Gilbert Imlah, which also covered a considerable portion within Broadhead—at the least, one thousand acres. The last mentioned two surveys covered the whole of Broadhead's, except about 1,000 (one thousand acres.) Said titles of both Tinney and Imlah were believed to be of no avail within Broadhead's; but all the occupants in Broadhead's tract, who had not got titles from Savage, including those against whom judgments had been recovered at the suit of W. F. Taylor and others, who had squatted on it about this time, took shelter under Tinney and Imlah, whose title they purchased for from one to two dollars per acre, or thereabouts. Some purchased Tinney's title as low as 25 cents per acre.

Witness, whose father had then left the State, remained in possession of the land which had been formerly in possession of his said father, to which [he] had no title save possession, with the judgments hanging over them. Witness then purchased the title of Tenney to a part, and of Imlah to another part, and in each case he paid one dollar and [a] half per acre. Those persons who had purchased and held the title of Samuel Savage, were covered both by Tenney and Imlah to the amount of several hundred acres; but of none of said persons within Savage's sale as aforesaid, ever purchased from either Tenney or Imlah, nor did the agents of *of* Tenney or Imlah ever sue out their title against any occupant within Broadhead's tract. William F. Taylor's title under Broadhead was never disputed after the first recovery of judgments as aforesaid, in 1818, except in the cases before mentioned, of those who filed bills in chancery. It is well known to witness, and to all the settlers on Broadhead's tract, that if they had held W. F. Taylor's title, neither Tenney nor Imlah would have ever dispossessed them, and they only purchased the said titles because they had no other. The deficiency of said titles is evident from the fact that both Tenney and Imlah covered the same portion of Broadhead's tract, to an extent of over 1,000 (one thousand) acres; and the occupants on this 1,000 acres, who purchased the title of Tenney, were not disturbed by Imlah, nor even those who purchased the title of Imlah disturbed by Tenney. And there are considerable portions within Broadhead that are covered by Tenney, which was never compromised with him, and for which he never sued. There are also considerable portions covered by Imlah which was never compromised, and for which he never sued. The whole of the occupants on Broadhead's tract, not included in the sales of Savage, as aforesaid, purchased in some way the title of either Imlah or Tenney, under which they held possession from about 1821 or 1822 until 1837, when they again purchased the title of W. F. Taylor, from his administrator with the will annexed, for a small consideration. The successors of the before named four, who obtained judgments as aforesaid against the unknown heirs of W. F. Taylor, for an amount of about six hundred acres, made no purchase from the administrator, with the will annexed, of W. F. Taylor, as aforesaid. There were other

occupants on the tract, to the extent of upwards of 1,000 (one thousand) acres, that made no purchase of W. F. Taylor's title from said administrator, nor would the said administrator have maintained suit against any of the occupants, because the time for which William F. Taylor sued was thirty years, commencing in 1808, and the administrator on the estate of W. F. Taylor was granted in July, 1837, being within twelve months of the time when the lease between John Doe and Richard Roe expired, after which no suit could lye against the occupants for recovery under the aforesaid judgments. The Broadhead tract is a valuable tract and body of land, rich, fertile, and well improved. There is [not] four thousand acres of richer land, in one body, in the whole county of Washington, and there are many plantations on it that could not be purchased at thirty dollars per acre. Witness judges the whole tract to be worth, and believes it would bring, twenty dollars per acre in cash, bad as the times now are. Witness is in the fiftieth year of his age, and has for the last thirty years of his life been versant with lands and land titles—perhaps more than any other man in this county. Witness states, that he has no interest in the event of the suit between the aforenamed parties. The said Samuel Savage, while in the State of Kentucky in 1818, made no re-survey of the lands sold by him, nor were they advertised by him; it was a private contract between the parties, and witness believes neither of *whom* knew the amount of acres included in the sale. Witness believes the land in the boundaries, sold by Savage, were worth at that time from $8 00 to $10 00 per acre. The compromise made between William Primrose and the occupants, 1837, and which was concluded by a sale of W. F. Taylor's title, by an administrator with the will annexed, comprehended about three thousand acres, and the price agreed on was from fifty cents to three dollars per acre; none was over three dollars per acre, except a portion of the surplus contained within the limits of deed by Savage. Those who did not compromise with said Primrose, 1837, will not now compromise any more, as they rely on possession for so long a time under a colourable title, and on the fact that the devise of thirty years under which W. F. Taylor recovered being now expired, rendering it impossible for the heirs or administrators of W. F. Taylor to revive the said judgments. And further this deponent saith [not.]

JOHN LOWE.

The deposition of R. S. Mitchell.

UNITED STATES OF AMERICA, STATE OF KENTUCKY,
At the house of Ja's McDonald, in Washington county, sct:

Be it remembered, that on this the 23d day of April, in the year 1840, before me, John B. Smith, presiding judge of the county court of Washington county, in the State of Kentucky, personally appeared Robert S. Mitchell, Milbourne Hogg, John Spence, James McDonald, Jesse Peter, and Alexander McDonald, persons of sound minds and lawful ages, witnesses for the complainants in civil suit now depending in equity in

the district court of the United States in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said Robert S. Mitchell, Milbourne Hogg, John Spence, James McDonald, Jesse Peter, and Alexander McDonald, severally, being by me first carefully examined, and cautioned, and sworn to testify the truth, the whole truth, did depose and say, that he, the said Robert S. Mitchell, is forty-one years of age, was born and raised in Washington county, in the State of Kentucky; that he has known for more than twenty years the tract of land in said county known by the name of the Broadhead tract; that he has been a land surveyor for more than twenty years in this said county of Washington, and the adjoining counties, and has surveyed on the Broadhead tract, with the quality of which he is well acquainted. The said Broadhead tract contained about four or five thousand acres, and is a valuable body of land; he considers it has been worth from fifteen to twenty dollars per acre, as a whole tract, between now and the year 1837; he knows the portion of said land purchased by the occupants from Samuel Savage—it is by much the best portion in the tract—it is first rate land, and considers it is worth from twenty to twenty-five dollars pr. acre; said tract sold by said Savage, he considers was worth, in the year 1818, from six to eight dollars per acre; witness was on the land, and saw Willis Blanton, while he was here making a re-survey of said tract in the year 1836 or 1837, at the instance of William Primrose. And further the deponent sayeth not.

ROBERT S. MITCHELL.

Deposition of M. Hogg.

And at the same time and place he, the said Milbourne Hogg, did depose and say, that he is over seventy years of age, and has lived in the county of Washington, in the State of Kentucky, since about the year 1796. Soon after his coming to the county, and upwards of forty years ago, he settled on the Broadhead tract of land, under titles made by Alexander McDonald and Richard McDonald; said Alexander and Richard then owned the whole tract, by their purchase from the agent of Broadhead, to whom the land was granted, and they sold and settled much of it about this time. Many years afterwards suits were brought against us by one William F. Taylor, who got judgments against us, the occupants, about the year 1818. After judgments went against us, (Richard McDonald having previously died,) Alexander McDonald, and one Zachariah Peter, went to the State of South Carolina to purchase our lands from Samuel Savage, the executor of William F. Taylor, so as to confirm to us the warrantee titles we had from the said Alexander and Richard McDonald. When the said Alexander McDonald and Zachariah Peter returned from the State of South Carolina, they informed us that Mr. Savage was coming on to make titles to us, and in

the following summer the said Samuel Savage did come on, and made titles: a part of the purchase price was agreed to be paid by us, (the settlers,) and a part of it was to be paid by the said Alexander and the heirs of Richard McDonald, dec'd.

Witness further says, that the portions were to be equal, and that the occupants were to pay one-half, and the said McDonald the other half of the price, said McDonald having previously sold to them, and conveyed by deed of general warrantee. Witness does not know or remember how much land the said Samuel Savage conveyed, nor does he know what was the price contracted for between him and the said Alexander McDonald and Zachariah Peter; but he knows that the amount promised by said Zachariah Peter and by this witness, was paid to the said Savage, or to one John Hughes, jur., the agent of said Savage, and with whom the said Savage left the notes to be collected. One of said notes, amounting to the sum of four hundred and sixty-six dollars and 66⅔ cents, executed for said purchase by said Peter and this witness, and marked A, and attached to and made part of this deposition, is the original note taken up by witness, and has remained in his possession up to this time. Another receipt for part of said purchase money, and which was given by Walter B. Denett, the deputy sheriff at that time, for a note which was sued on, is also attached, marked B, and is also made part of this deposition, and is the original receipt given by said W. B. Deminett, then deputy sheriff for Washington county, to this witness, and which he has kept up to this time. The amount of this last payment witness does not remember, but thinks it was one hundred dollars, besides interest and costs. Witness saw Samuel Savage and his son, William F. Taylor Savage, in Washington county, Kentucky, and in Springfield, the county town for said county, when he made the deeds for the lands. Said Samuel Savage there represented his said son to this witness, and the other occupants, as the heir of William F. Taylor's lands in Kentucky. Witness then believed, and ever after thought, that said Savage's son was the heir of said lands, until informed by one William Primrose, in the year 1836, that there were heirs in Scotland.

Witness further states, that the land conveyed by Savage was neither surveyed or advertised by him. Witness thinks the contract was entered into by said Savage and McDonald and Peter, in South Carolina. There were other occupants upon the land that did not buy from said Savage; and he has never heard, nor does he believe, they were ever disturbed in their possession by said Savage, or any one claiming under him, until said William Primrose set up a claim to it in the year 1836 or 1837.

Witness further says, that the four hundred acres conveyed by Savage to Peter and others, on which witness lives, is covered by no other patent or claim; and he never heard [of] any other claim to it but Broadhead's, and William F. Taylor under him. It is a rich and fertile piece of land; considered it worth, in 1818, about four or five dollars. Witness does not know what it is worth now, but has refused twenty-five dollars p. acre for his. And further this deponent sayeth not.

MILBOURNE HOGG.

Exhibit A, to M. Hogg's deposition.—(Exhibit A.)

$466 66⅔.

On the first day of January next, we, Zachariah Peter and Milbourne Hogg, his security, promise to pay to Samuel Savage, surviving executor of William F. Taylor, deceased, the just and full sum of four hundred and sixty-six dollars sixty-six and two-third cents, value received.

Witness our hands and seals this 21st day of July, 1818, at Springfield, Washington county, Kentucky.

Teste: JOHN HUGHS, Jnr.

Exhibit B, to M. Hogg's deposition.—(Exhibit B.)

Rec'd of Milburn Hogg and John Peter, the full am't of an ex'uion issued from the clerk's office of the Washington circuit court, in the name of Sam'l Savage, ag't them, this 12th Aug'st, 1822.

W. B. DENMETT, *D. S.*
For D. CLEAVER, *S. W. C.*

Deposition of John Spence.

And at the same time and place the said John Spence did depose and say, that he has lived in Washington county, in the State of Kentucky, about fourteen years, during which period he has done considerable business in buying and selling lands; he knows, and is well acquainted with the Broadhead tract (so called,) ever since he came to the county; he has lived in the neighborhood of it. Witness says it is a valuable body of land; he does not know a better survey of *of* land in the said county of Washington, taking it altogether; it is rich, fertile, and well improved; he considers it worth, at any time since 1836 to this time, eighteen dollars per acre, on an average; he is also well acquainted with that portion of said tract of land sold by Samuel Savage in the year 1818, being nearly related to some of the occupants—said portion is much the most valuable portion of the tract, and is worth, in the opinion of this witness, twenty-five dollars or twenty-six dollars pr. acre. And further this deponent sayeth not.

JOHN SPENCE.

Dep. of Jas. McDonald.

And at the same time and place, the said James McDonald did depose and say: that he is a native citizen of Washington county, in the State of Kentucky; witness is about 43 years of age, and has served as a member of the House of Representatives three years, and in the Senate of Kentucky four years; witness says that he is one of the heirs of Richard McDonald, deceased, and is one of the persons named in the deed *may* by Samuel Savage to Alexander McDonald and others, on the 21st day of July, 1818; witness says that the heirs of Richard McDonald did not then live on the Broadhead tract, nor did they live on it at the time judgments were recovered by William F. Taylor; they joined with their uncle, Alexander McDonald, in the purchase from

Samuel Savage, to secure the occupants against whom judgments were recovered at the suit of William F. Taylor, because a number of said occupants held the warrantee titles of their father; and said uncle, said Alexander McDonald, and the father of witness had purchased the whole Broadhead tract from one Jacob Bremer, who called himself the agent or attorney of Daniel Broadhead, the original patentee; but [it] was afterwards proved, that the said attorney had no legal right to sell, and the title made by him to the father and uncle of this witness, was that under which the largest number of the defendants held, when judgments were recovered as aforesaid; witness believes, and has always understood, that William F. Taylor recovered judgments for the whole tract, but there were some of *of* the defendants on the south end of it that did not claim under the father and uncle of witness, they had previously settled under some other title; that the full consideration agreed on between Samuel Savage and the persons to whom he sold was paid witness has every reason to believe, from the fact, that all the persons were good solvent men, and continued to be so; and witness knows, and well remembers the fact, that a negro man named Bob, belonging to the estate of his father, was sold for about six hundred dollars, which was applied to the payment of that portion of the purchase money due by said heirs of his father; witness also remembers one Helm, an agent of Samuel Savage, coming here from Tennessee, on one occasion, and one Dickey, coming on one other occasion; said agents got some two or three horses, and witness has always understood and believes, said Savage or his agent also got some female negroes in the payment of said purchase from his uncle, James McDonald, who lived in Tennessee; witness has understood since, from information which he cannot doubt, that the final balance of said consideration was paid to Samuel Savage by his uncle, James McDonald, who lived near Mr. Savage, in Tennessee; witness well remembers Sam'l Savage, and his son, William F. Taylor Savage, when in Washington county, Kentucky, in the year 1818; Savage then represented his son as ther heir of William F. Taylor's lands in Kentucky, and witness, as well as all the occupants believed, that he was in fact the heir, until the year 1836, when one William Primrose came to this county and made claim to the land in behalf of the heirs of Taylor; until then, the witness knew nothing of Taylor's having any heirs in Scotland, or any where else. Broadhead's title, under which W. F. Taylor claimed, was always considered good, and so far as known to witness, never was disputed, nor was judgment ever obtained against any claim under it; witness knows that many against whom judgments were recovered as aforesaid, afterwards endeavored to shelter themselves by purchasing under other claims; witness knows that a survey or grant in the name of Imlah, and another in the name of Tinney, covered portions of Broadhead's tract, and that the occupants against whom judgments were recovered, purchased or compromised their titles for a very small consideration, to shield themselves from the judgments as aforesaid; Imlah's grant covered a portion of that sold by Savage, but those who held Savage's

title did not compromise the said Imlah's claim, nor were said occupants ever disturbed in the possession by the agents of said Imlah. The titles of Imlah and Tinney witness never examined into, but he knows that they were not of the same, or so good a character with Broadhead's, and he believes those who took shelter under them knew this to be the fact; the agents who sold or compromised them knew this also, and therefore they never sued or attempted to sue out their title within Broadhead's; witness has always understood that Broadhead's tract *as* a valuable body of land, is not aware of any body of land of five thousand acres more valuable in this county; in the year 1818, he judged it worth from *from* five dollars to ten dollars pr. acre, and since the claim of William Primrose on behalf of William F. Taylor's heirs has been set up, it would have brought from twenty to thirty dollars per acre if sold at fair sale; witness does not know how much sd. Primrose compromised in the year 1837, he believes about three thousand acres, some of it as low as 50 cents pr. acre, and none that witness knows of above three dollars per acre, except some surplus lands within Savage's sales; witness took some interest in having this matter compromised between the settlers and said Primrose, and took the advice of several of the most eminent legal gentlemen in Kentucky, as to the validity of the claim set up by Primrose in behalf of Taylor's heirs; they all concurred in the opinion that W. F. Taylor's title was good, and that if said Primrose had come a few years sooner, he could have recovered the land or the value of it, but at the time he came to this county there were only a few months of the demise under which the judgments were recovered to run, after which said judgments could not be revived, and the parties occupant having had peaceable possession under other titles for so long a time, they could not now be ejected from the lands; witness believes that this is the reason why Primrose compromised for so little money, and also the reasons why he did not bring suit against those who have not compromised; witness has no interest in the event of the said suit between the parties; and further this deponent sayeth not.

JAS. McDONALD.

Dep. of Jesse Peter.

And at the same time and place, the said Jesse Peter did depose and say: that he is about seventy years of age; that he emigrated from the State of Virginia about the year 1796, and about three years thereafter bought a possession on the waters of Longlick creek, in the county of Washington, in the State of Kentucky; said possession he purchased under titles made by Alexander and Richard McDonald; it was a portion of the Broadhead tract which they then owned and were settling; witness has lived on the same possessions ever since 1811, and has owned it ever since 1799. He is one of those against whom judgments were obtained at the suit of William F. Taylor; during the time the suit was pending, Samuel Savage came to Frankfort to attend to the suits, and many of the settlers went along with this witness to Frankfort, and spent several days with said Savage endeavoring to compromise, but were not

able to effect it. After judgments were obtained, Alexander McDonald and Zachariah Peter went from Washington county, Kentucky, to the State of South Carolina to purchase, and did settle a price for the land of witness and some others, how many witness does not know, nor does he remember the consideration agreed on for said purchase; witness saw sd. Samuel Savage about the time he is said to have been here with his son, but does not remember to have seen his said son; but witness remembers well hearing Savage say, that William F. Taylor had left his Kentucky lands to his said son, because he was named William F. Taylor Savage after him, the said Taylor, and all the occupants thought it was so; the Broadhead title has never been disputed to said land, and witness has always understood that William F. Taylor's title was the only one ever made by Broadhead; witness was never disturbed in his possession from the time Alexander McDonald and Zachariah Peter returned from South Carolina, until in the year 1836, when one William Primrose, in behalf of the heirs of William F. Taylor, set up a claim; and further this deponent sayeth not.

JESSE PETER.

Dep. of A. McDonald.

And at the same time and place, the said Alexander McDonald did depose and say: that he is about seventy-six years of age; that himself and his brother Richard emigrated from the State of Virginia, about the year 1790, and settled on the waters of Longlick creek, in the county of Washington, in the State of Kentucky; that afterwards, about the year 1793 or 1794, he and his said brother Richard purchased jointly a tract of land of four thousand four hundred acres, known by the name of Broadhead's survey; said purchase was made from one Jacob Bremer, calling himself attorney or agent for Daniel Broadhead, to whom the land was originally patented; said Jacob Bremer had a general power to sell all the lands belonging to Daniel Broadhead in Kentucky; this power was recorded in the Nelson county clerk's office, but not in the Washington county clerk's office where the lands lay; witness and his brother got merely a deed of conveyance from said attorney, but never got any original papers; witness recorded said title when himself and brother proceeded to sell the land, and in a few years had sold and settled a large portion of it, for which they give general warrantee titles; about the year 1808, suits were instituted in the general court at Frankfort, in the State of Kentucky, against the whole of the settlers then on Broadhead's tract, by one William F. Taylor, to the number of upwards of thirty; there were some few, perhaps six or eight, on the southwest end of the tract to whom witness never sold; they held under a survey by the name of Gill; the suits were continued until 1818, when William F. Taylor recovered against all of them on the tract, he having the prior right to Broadhead's patent under a conveyance from Broadhead himself, some eight or ten years prior to the deed by Broadhead's attorney, under which this witness claimed; witness, and the heirs of his brother Richard, then deceased, had incurred considerable liability from the fact of their having

given general warrantee titles to many occupants; on which account, witness and one Zachariah Peter went to the State of South Carolina, to Samuel Savage, the executor of the will of William F. Taylor, and did purchase from said Savage all the lands that witness considered himself bound to redeem, to the persons to whom he had formerly sold, for the consideration of two dollars per acre, after which Samuel Savage came to the State of Kentucky, and made titles to said lands; witness does not remember the manner in which the purchase money was paid, but he is well aware of the fact that no part of it remains due, the final ballance due on the part of this witness having been paid by the two sons of this witness, John and Edward, who lived in Tennessee, near the place where the said Savage lived; the said sons of witness had a tanyard there, and the ballance of the said purchase money was paid in horses, leather, and specie.

While witness was in South Carolina, he had much conversation with Samuel Savage, who informed witness that he had been raised by William F. Taylor, and was a store boy with him, and continued with him until about the time of his marriage; that all he was then worth had come through the said William F. Taylor, and that he had transacted much business for him, said Taylor; witness was told by Savage that he had a son whom he named after William F. Taylor, and to whom said Taylor had left, by will, his Kentucky land. Savage promised witness to bring on to Kentucky the will and his documents, and convey the land according to law; but he came to Kentucky without any such papers. So far as witness knows or believes, Savage made and acknowledged the deeds at Springfield, where he promised to record all his powers. Samuel Savage spoke much and very highly of W. F. Taylor; said he was a perfect gentleman and very rich, and a man of large property. He said if witness had gone to W. F. Taylor in his lifetime, he could have made a better bargain than to stand so long a law-suit, and to lose his land after all; and that much money had been spent on both sides; witness was the first settler on Longlick, and soon after purchased Broadhead's tract, which has proved itself ever since to be a good title; witness thought that it was good when he first selected it, and if [he] had have got the original conveyance from Broadhead, no other title would have dispossessed him. There was much land within Broadhead's tract that Mr. Savage could have taken possession of, while he was here in 1818, had he chosed to do so, but he was here only a short time. His son, William F. Taylor Savage, was here with him. While in the State of South Carolina, Samuel Savage said to witness that William F. Taylor had some heirs in Scotland, in behalf of whom he had secured the money of William F. Taylor; and he distinctly recollects that he, the said Savage, stated that said heirs could not inherit lands in the United States, because they were aliens, and the lands were left to his son as aforesaid; witness says that he has no interest in the event of this suit; and further this deponent sayeth not.

ALEX'R McDONALD.

Deposition of Z. Peter.

UNITED STATES OF AMERICA,
State of Illinois, city of Springfield, ss:

Be it remembered, that on this 8th day of June, in the year 1840, before me, Thomas C. Browne, one of the judges of the supreme court of the State of Illinois, personally appeared Zachariah Peter, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity, in the district court of the United States in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose, and Eliza his wife, George Porter, and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said Zachariah Peter being by me first carefully examined and cautioned, and sworn to testify the whole truth, did depose and say, that he is about fifty-eight years of age; that he lived in Washington county, in the State of Kentucky, upwards of twenty years, and on the tract of land known by the name of Broadhead's tract; that he is one of the persons against whom judgment *were* recovered at the suit of William F. Taylor, and that he is the person who accompanied Alexander McDonald from Kentucky to South Carolina about the year 1817. That the object of said visit to South Carolina was to see Samuel Savage, executor of the will of the said William F. Taylor, deceased, and to purchase from said Savage a portion of said lands in Kentucky, which had been recovered by him as executor of William F. Taylor, as aforesaid. Witness says that the suits for said lands *was* commenced by William F. Taylor in his lifetime, and after his death were prosecuted by said Samuel Savage as executor; that during the pending of said suits, witness, with said Alexander McDonald, and other settlers, had met said Savage at Frankfort, Kentucky, where they attempted to compromise, but were not able to effect it; that afterwards judgments were recovered against all the settlers; after which witness and Alexander McDonald went to South Carolina as aforesaid.

Witness says that he remembers well, on the occasion of his being at the house of Samuel Savage, in South Carolina, said Savage then stated to witness and to said Alexander McDonald, that he had the sole control and management of the estate of said William F. Taylor; that there had been other executors appointed in the will, but they having no interest had committed the whole to him. He also stated that his son, who was named William F. Taylor Savage, was the heir of the whole estate; that he, the Samuel Savage, was a poor boy, taken in and brought up by the said William F. Taylor, through whom he said he had got all he possessed, (or words to that effect.) He also said that William F. Taylor was a man of large property; that the Kentucky lands was but a small part of his estate, and that the whole was left to his son. He also said William F. Taylor had no legal heirs, and that as a reward for his faithfulness in managing for him, he, the said Taylor, had made his said son a fortune.

Witness remembers having made the remark, that "it was better to be

born lucky than rich." Said Savage spoke of William F. Taylor in the highest terms, not only as a man of great wealth, but as a perfect gentleman. He said that he, the said Taylor, had acted towards him the said Savage as a father. Witness says that after this, and about the month of July, 1818, said Savage came to the State of Kentucky and conveyed a portion of said land to witness, and said Alexander McDonald and others; and on this occasion he had with him his son and reputed heir of William F. Taylor as aforesaid, and said to witness, and the other settlers, that it was a fortunate thing for them that he was the executor, and his son the heir, or else they, the said settlers, could not have got such a favorable settlement.

Witness further says that, on all occasions, first at Frankfort, and then in Carolina, and then again in Washington county, Kentucky, said Savage continued to talk of and dwell on the largeness of *of* the estate of the said William F. Taylor, and the wealth that had come to him thereby, as well as the fortune his son had come into possession of; from the manner in which he spoke, and his representing the Kentucky lands as such a small portion of the estate, witness believed, and was under the impression, that the amount of W. F. Taylor's estate, which had come to said Savage and his said son, could not be less than one hundred thousand dollars, and might be a great deal more. Witness believed, from the language used by said Savage, that he could not have meant to convey the idea of a smaller amount, but he does not remember his naming any sum. Witness *he* never knew or heard of any other heir of said W. F. Taylor than said Savage and his said son; that soon after this he left the State of Kentucky, and about two or three years ago was informed, by some means, that there were heirs of the said William F. Taylor from Scotland enquiring after the estate. Witness says there were between four and five thousand acres in said Broadhead tract; it was a valuable body of land; that, in 1818, there were plantations on it that could not have been purchased for twelve dollars per acre; that his opinion of the whole tract is, that it was then worth, and would have brought, eight dollars per acre on an average; witness has not lived in Kentucky for upwards of twenty years, and does not know its present value.

ZACHARIAH PETER.

Deposition of R. Mitchell.

UNITED STATES OF AMERICA,
State of Kentucky, town of Frankfort,
and county of Franklin, ss:

Be it remembered, that on this the 12th day of December, in the year of our Lord 1840, before me, Henry Wingate, a justice of the peace for the county aforesaid, personally appeared Robert Mitchell, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity in the district court of the United States in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel

Savage, deceased, is defendant; and the said Robert Mitchell being by me first carefully examined, cautioned, and sworn on the holy evangelists of Almighty God, to testify the whole truth, did depose, and says as follows, to wit: that he has resided in, and been surveyor of land in the county of Washington, and State of Kentucky, for upwards of sixteen years last past; that he is well acquainted with the tract of land in said county and State known by the name of Broadhead's tract, and that he has already made a deposition as to its value in the above named cause. Said witness further says that he knows well, and has surveyed a tract of land, part of the aforesaid Broadhead's tract, formerly owned by William Peter, against whom, as he is informed and believes, a judgment in ejectment was recovered many years ago at the suit of William F. Taylor; that said tract was occupied by Stephen James in December, 1836, about which time, as he is informed and believes, a writ of sci. fa. was served on said James, and others, at the instance of the heirs and devisees of said William F. Taylor, for said tract of land; which said tract contained something less than one hundred and seventy-five acres, and that it is the same tract of land for which judgment was recovered against William Peter as aforesaid. This deponent further states that he is well acquainted with another tract of land, part of the above first named tract, formerly owned by Bigger Head, against whom, as he is informed, judgment was also recovered at the suit of William F. Taylor as aforesaid; that said tract was occupied by Henry Brown in December, 1836, about which time, as he is informed, a writ of *sci. fa.* was served on said Brown, and others, at the instance of the heirs or devisees aforesaid, and that this last named tract, thus sued for, contains something less than one hundred acres, it being the same tract which was owned by Bigger Head aforesaid, and for which judgment as aforesaid was recovered at the suit of said heirs and devisees. And further this deponent saith not.

ROBERT MITCHELL.

Deposition of James McDonald.

UNITED STATES OF AMERICA,
State of Kentucky, county of Washington, ss:

Be it remembered, that on the day of February, in the year 1841, before me, a judge of the county court of the county of Washington, and State of Kentucky, personally appeared James McDonald, a person of sound mind and lawful age, witness for the complainant in a civil suit now pending in equity in the circuit court of the United States in and for the northern district of the State of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said James McDonald being carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say, that he is one of the heirs of Richard McDonald, deceased, against whom judgments were recovered at the suit of William

F. Taylor for the Broadhead tract of land in 1818; that neither this witness, nor any of the other heirs of said Richard, were ever in possession of any of the lands in dispute. Said heirs, and their uncle Alexander McDonald, were made joint defendants with the occupants in many of said suits, because said occupants claimed under a purchase from their father, and their said uncle under the purchase from Richard Breckum, the attorney in fact of Daniel Broadhead; that the only claim said heirs ever had to said lands was derived through the aforesaid purchase of their father and their uncle, and their interest was entirely taken away and lost by the judgments recovered by William F. Taylor in 1818; that neither the witness, nor any other of the said heirs, ever received, either directly or indirectly, any compensation for, nor did they ever set claim to, any lands within said Broadhead's boundary, since the same was recovered against them by the said Taylor in 1818, as aforesaid. And further this deponent saith not.

Signed, JAS. McDONALD.

Deposition of W. Owsley.

UNITED STATES OF AMERICA,
State of Kentucky, town of Lancaster, ss:

Be it remembered, that on this nineteenth day of June, in the year 1840, before me, Joseph Eve, judge of one of the circuit courts in and for the State of Kentucky, having jurisdiction of common pleas, personally appeared William Owsley, a person of sound mind, and lawful age, a witness for the complainants in a civil suit now depending in equity in the district court of the United States in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose, and Eliza, his wife, George Porter, and Elspet, his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said William Owsley being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say: That in 1837 he was the legal adviser of William Primrose, who was at the time acting as the agent and attorney in fact for the heirs of William F. Taylor, deceased, and that as adviser, he recommended to said Primrose to compromise the claim of said heirs with the occupants to a tract of land in Washington county, State of Kentucky, and the compromise was accordingly made between the occupants and said Primrose, acting as agent for the heirs aforesaid, and was reduced to writing by him, and executed by the parties in his, the witness, presence, and he thinks witnessed by him; that he examined satisfactorily the title of said W. F. Taylor to the lands aforesaid; the actions of ejectments which had been brought on his demises in the general court of the State of Kentucky for the same; the judgments which had been rendered in said Taylor's behalf in said ejectments; the sales which appeared to have been made by Samuel Savage, one of the executors of the will of said Wm. F. Taylor, of a part of the land, and other circumstances and facts bearing on the claim, &c.; and he, the said witness, gave to said Primrose his legal opinion in substance, as follows:

That the title to the land under which Wm. F. Taylor claimed, was originally valid; and at the time the judgments in ejectment aforesaid were rendered, it was superior to any other adverse claim on the land of which he, the witness, had any knowledge or information, and that possession might and ought to have been claimed of the land in behalf of said Taylor, under said ejectments, if the same had been prosecuted with due and proper attention and vigilance by those having the management of said actions. But it was the opinion of the witness, and he so advised the said Primrose, that under the rules and principles of decision settled by the supreme court of Kentucky, it would be then impracticable to recover the land if the occupants availed themselves of the limitation of time, and resisted, as they might, and they probably would, the recovery; that the occupants might easily protract any proceedings which might be instituted to reverse the judgments which had been recovered in the ejectments aforesaid, until after the expiration of the demises laid in the declaration and ejectment aforesaid, and unless the judgment would be reversed before the expiration of the demises, there was, in the opinion of the witness, and so he advised said Primrose, no legal remedy by which the land could be recovered; that according to the settled rule of decision by the supreme court of Kentucky, there can be no extension of a demise laid in a declaration of the judgment; and when the witness was first spoken to by said Primrose in regard to said claim, it was too late to institute any appropriate original action for the land on behalf of the heirs of Taylor which would not, in the opinion of the witness, have been barred by the statute of limitation of Kentucky. The witness, therefore, in the faithful discharge of his duty, did recommend to said Primrose to accept any compromise that could be effected, and particularly he recommended the compromise above spoken of as having been made and executed, not however as being anything nigh an equivalent or adequate value of the land, but as so much which might otherwise be lost.

WM. OWSELEY.

Deposition of Peter Bennock.

UNITED STATES OF AMERICA,
State of Georgia, city of Savannah, ss:

Be it remembered, that on the 13th day of February, in the year 1840, before me, Levi S. D. Lyon, judge of the court of common pleas and of oyer and terminer of the city of Savannah, personally appeared Peter Bennock, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity in the district court of the United States in and for the northern district of Alabama, wherein Wm. Taylor, George Taylor, William Primrose, and Eliza, his wife, George Porter, and Elspet, his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendants; and the said Peter Bennock being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say: That he knows one Wil-

liam F. Taylor, a native of Scotland, who died in Edgefield district, South Carolina, about the year 1811; that he personally knows Duncan Matheson, William Ross, Patrick McDowell, and Samuel Savage, the executors named in the will of said William F. Taylor. That the three former of said executors were residents in the State of Georgia; and the latter, viz., Samuel Savage, a resident of South Carolina. The said witness further says, that he knew William F. Taylor to be a man of considerable property, and was engaged in the business of planting and money lending. His domicile, plantation, negroes, and stock, &c., were in South Carolina; but he had, as he believes, money transactions, and many debts due him, in the State of Georgia, at the time of his death. The said witness further says, that he was well acquainted with all the executors, and nearly related to one of them, and he does not know, nor believe, that either of the three first named ever interfered with the management of said estate in South Carolina; on the contrary, he has always understood, and verily believes, that the estate of William F. Taylor, in South Carolina, was under the exclusive management of said Samuel Savage, except the collection of some notes given at the public sale of said estate by citizens of Georgia. The said witness further says, that Duncan Mattheson having departed this life soon after William F. Taylor, that the estate in Georgia was managed principally by William Ross until he died. That the return of accounts and notes, &c., in the hands of the said William Ross, as appears designated in exhibit P, appended to an office copy of defendant's answer to the original bill, now presented to this witness, and amounting to $13,645 65¾, are debts that were due to the estate of William F. Taylor by citizens of Georgia, which were collected and attended to by the said William Ross until his death, which occurred while he was on a voyage to England, as witness believes, in the fall of 1815. That the notes remaining uncollected, together with books and papers of the estate of the said William F. Taylor, were afterwards, to wit, in the year 1816, delivered over by the executors of the said William Ross to Patrick McDowell, the uncle of this witness, and then only surviving executor of William F. Taylor in the estate of Georgia. That the said books and papers remained in the hands of the said Patrick McDowell until his death, which occurred in the year 1822. Said books and papers afterwards came into the hands of this witness, who was the administrator of said McDowell, where they remained until the year 1839; when such of them as he required were by this witness delivered to William Primrose, the agent of, and now one of the complainant's in this cause. That among the books and papers so delivered by this witness to said William Primrose, were the ledger and cash book of said William F. Taylor. That the ledger and cash book now presented to this witness, and on which his name is written, are the same that were delivered by him to said William Primrose in 1839; and that they do not appear to have undergone any change since. Said witness further says, that he knows said ledger and cash book to be those of Wm. F. Taylor, because [they are] in his handwriting, with which this witness is well acquainted; and because they were

among the books and papers belonging to the estate of Wm. F. Taylor, received by this witness as administrator of said Patrick McDowell, who was executor of Wm. F. Taylor. Said ledger and cash book are certified with the name of this witness on the first page of each. This witness further says, that along with said ledger and cash book he delivered to said Primrose letters and papers belonging to the estate of Wm. F. Taylor, some of which he believes were in the handwriting of said Samuel Savage. This witness further says, that he is informed, and verily believes, that one Samuel Taylor, said to be a brother of the said Wm. F. Taylor, did, on or about the 2d of April, 1816, execute a letter of attorney to this witness and one Adam Hutcheson. A copy, or what purports to be a copy of said letter, he has also seen appended to said office copy of the answer of defendant to the original bill; but this witness says expressly, that he never did accept the attorneyship and agency thereby given to him, and never performed any act whatsoever under or by virtue of the said letter of attorney, which he considered invalid, the said Samuel representing legally no one but himself.

PETER BENNOCK.

Sworn to before me, this 13th day of February, A. D. 1840.

LEVI S. D. LYON,
Judge court common pleas and oyer and terminer, city of Savannah.

Extract referred [to] in above deposition, taken from ledger.

Extract from cash book.

Dr.	Samuel Savage, esq., (Abbeville,) contra.	Cr.
1810, February 20,	to amount 12 kegs tobacco, on commission as per receipt	$344 70
1811, February 5,	to his note of this date, due *ten* days after	445 00

Referred [to] in above deposition, taken from cash book.

Extract from ledger.

By cash on hand, delivered to M. Matheson and M. Savage, executors	$681 75

United States of America,
District of Georgia, city of Augusta, ss:

Be it remembered, that on this ninth day of March, in the year of our Lord eighteen hundred and forty, before me, John W. Wilde, judge of the court of common pleas of the said city of Augusta, personally appeared David Bunch, John Wise, and George W. Morgan, persons of sound mind and lawful age, witnesses for the complainants in a civil suit now depending in equity, in the district court of the United States in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel

Savage, deceased, is defendant. And the said David Bunch, William Samuel, John Wyse, Charles Lamar, and George N. Morgan, being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say as follows, to wit:

Deposition of D. Bunch.

David Bunch says: I was acquainted with William Forbes Taylor in his lifetime, having boarded with him for three years next preceding his death. I had charge of his fisheries at the mouth of Stephen's creek, on the Savannah river, and worked universally at the cooper's trade in his service. Said Taylor died in August, but I do not remember the year. His business was principally shaving notes and lending money. I had a pretty general knowledge of his business. He spoke freely to me of it. He generally had a good deal of ready money on hand, and did a good deal of business, seldom refusing to lend to any applicant that complied with his terms. I knew Samuel Savage, the testator of the present defendant. I knew that he took possession of the estate of William Forbes Taylor, in South Carolina, as his executor, and sold the same. He sold three plantations—one known as Summersville, another as Squire Old's place, and a third called the Farrer place, on Stephen's creek, together with the negroes and stock belonging to them. There was a good deal of uncultivated lands adjoining these places, being part of the same tracts which were also sold by the defendant's testator, Samuel Savage. William Forbes Taylor had a very considerable property in South Carolina. I was well acquainted with it both before and after his death, and I am certain that no one ever interfered with its possession, after his decease, but Samuel Savage aforesaid. I was not generally acquainted with the debts due to the estate of William Forbes Taylor; but such was my situation in relation and neighborhood to the parties, that I should have probably known of every considerable failure in their collection, and I know of none. I knew Duncan Mattheson; he died within twelve months after the sale of William Forbes Taylor's property by the executor. Duncan Mattheson was present at the said sale. I know that Samuel Savage, in his lifetime, was diligently employed in collecting the assets or effects of the said William Forbes Taylor's estate. I desire to be understood that the stock and negroes belonging to all the above mentioned plantations were brought to Summersville, and there sold at public outcry. William Forbes Taylor was known in the neighborhood as "*the banker.*"

DAVID BUNCH.

D. Bunch's cross-examination.

On the cross-examination, David Bunch says, I have resided never nearer, to the best of my knowledge, than sixty miles to Samuel Savage, the testator of the defendant, whilst he was in the management of William Forbes Taylor's estate. I cannot specify any particular amount of money that I have seen at any one time in the hands of said Taylor. He had thirty some odd negroes, many of them small; his stock of horses, hogs, and cattle, was in proportion to the number of his negroes. I can name some of the debtors of William Forbes Taylor. The Sum-

merville tract sold, according to the best of my recollection, for twenty-five hundred dollars; but I cannot remember what the other places brought.

DAVID BUNCH.

Sworn to and subscribed before me this 9th day of March, 1840.
JOHN W. WILDE, *Judge Com. Pleas.*

Deposition of J. Wise.

John Wise says, I was acquainted with William Forbes Taylor. I knew him nearly fifty years ago, and until the time of his death, which occurred somewhere about the year eighteen hundred and twelve or eleven. He was a merchant, and carried on an extensive business in tobacco; he also kept boats, and navigated the Savannah river: this was in the early part of our acquaintance, whilst he did business at Completon. I knew Samuel Savage forty years ago, he lived with said Taylor, did out-door business, was a poor young man, as far as I knew anything of him; he lived with said Taylor as long as he continued in the mercantile business, but how much longer I do not know. Said Taylor was always a thrifty and prosperous man, always going up hill in his affairs, until his health declined, a year or two before his death.

JOHN WISE.

Sworn to and subscribed before me this 9th March, 1840.
JOHN W. WILDE, *Judge Com. Pleas.*

Deposition of G. W. Morgan.

George W. Morgan says, I am assistant book-keeper in the bank of Augusta, in this city, and have full access to all the books and accounts of that institution in which the personal accounts of the customers are kept; and having examined the same, from the commencement of the *book's* business in the year 1811 to the year 1820, I have ascertained that the annexed abstract, signed by me, contains all the entries of the transactions which occurred between the parties therein named, and the said Bank of Augusta, so far as a very careful examination will enable me to testify.

GEO. W. MORGAN.

Sworn to and subscribed before me this 9th day of March, A. D. 1840.
JOHN W. WILDE, *Judge Com. Pleas.*

Estate of W. F. Taylor.

1812.			1812.		
Oct. 13	To cash -	100	Sep. 14	By cash -	770
14	Do -	400			
19	Do -	151 60			
27	Do -	118 40			
		770			770

Samuel Savage.

1813.			1813.		
Jan. 21	To cash -	150	May 12	By cash -	1,600
1814.			1814.		
Nov. 2	Do -	4,000	April 9	Do -	3,450
1815.					
Feb. 8	Do -	900			
		5,050			5,050

Wm. F. Taylor.

1811.			1811.		
Oct. 24	To cash -	2,000	July 1	By cash -	3,000
1812.					
Feb. 17	Do -	1,000			
		3,000			3,000

Estate of Wm. F. Taylor.

1816.			1815.		
Mar. 4	To cash -	87 50	May 30	By cash -	87 50

GEO. W. MORGAN, *Ast. Book-keeper.*

The above is the abstract referred to by the witness Geo. W. Morgan.
J. W. WILDE, *Judge Com. Pleas.*

UNITED STATES OF AMERICA,
District of Georgia, city of Augusta.

WILLIAM TAYLOR, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants,
vs.
George M. Savage, executor of Samuel Savage, deceased, defendant. } *In equity*

In district court of the United States for the northern district of Alabama.

To William W. Holt, esq., attorney for George M. Savage, executor of Samuel Savage, deceased, defendant in the above stated case.

Sir, you are hereby notified that David Bunch, William Samuel, John Wyse, Charles Lamar, and George W. Morgan, will be examined *de bene esse* before me, at the city hall, in the city of Augusta, on Monday, the 9th day of March inst., at 3 o'clock in the afternoon, as witnesses

for the abovenamed complainants, according to the act of Congress in such case made and provided. At which time and place you are entitled to be present, and to put interrogatories to the said witnesses.

Given under my hand this 7th day of March, in the year of our Lord eighteen hundred and forty.

J. W. WILDE, *Judge Com. Pleas.*

I acknowledge due and legal service of a copy of the above notification this 7th March, 1840.

W. W. HOLT.

Deposition of J. Jackson.

TAYLOR, Rainey, and others,
vs.
Savage's Executor.

The deposition of James Jackson, taken by consent of the counsel for complainants and defendants, to be read as evidence on the hearing of said cause.

The said James Jackson being duly sworn, says, that he [has] frequently seen the handwriting of the defendant's testator, the late Samuel Savage, of Lauderdale county. From his knowledge of the handwriting of the said Samuel Savage, deponent believes that the two letters here exhibited, and purporting to have been written by the said Samuel Savage—one dated North of Ireland, February 21, 1811, the other dated S. Carolina, Abbeville district, September 26, 1817—are in the handwriting of said testator. JAMES JACKSON.

Sworn to and subscribed before me this 20th May, 1840.

D. TANESS, *J. P.*

Agreement relative to J. Jackson's deposition.

May 20th, 1840.

It is hereby agreed that the above deposition of James Jackson may be read as evidence on the hearing of the cause therein mentioned, and shall have the same effect as if it had been regularly taken and sealed, and continued sealed till opened by order of the court.

S. W. PROBASCO, *for def't.*
A. WRIGHT, *for def't.*

Deposition of T. Kirkman.

TAYLOR, Rainey, and others,
vs.
Savage's ex'r.

In the district court of the United States for the northern district of Alabama, at Huntsville. The deposition of Thomas Kirkman, taken by consent of the counsel for complainants and defendants, to be read as evidence on the hearing of said cause.

The said Thomas Kirkman being duly sworn, says: that he is ac-

quainted with the handwriting of the defendant's testator, the late Samuel Savage, of Lauderdale county, Alabama. From the [his] knowledge of the hand of said Samuel Savage, deponent believes that the two letters now shown him, marked numbers 1 and 2, purporting to have been written by the said Samuel Savage, one bearing date North of Ireland, February 21, 1811, the other dated S. Carolina, Abbeville district, September 26, 1817, are in the handwriting of the said Samuel Savage, late of Lauderdale county.

Deponent further states, that his acquaintance with said Samuel Savage commenced about the year 1824, and continued until his death, and that he had no acquaintance with his handwriting until his personal acquaintance with him commenced.

T. KIRKMAN.

Sworn and subscribed before me this 23d day of Nov., 1841.

JNO. B. ELDRIDGE, *J. P.* [SEAL.]

Agreement of counsel relative to T. Kirkman's deposition.

The within deposition to be read as evidence on the hearing of the within cause, and to have the same effect as if regularly taken.

Nov. 23, 1841.

HOPKINS & McCLUNG,
Solicitors for Complts.
DILLAHUNTY.

Filed 23d Nov., 1841.

Test, B. T. MOORE, *Clk.*

Dep. of J. W. McClung.

The statement of J. W. McClung, taken by consent, to be read as evidence on the hearing of the cause.

TAYLOR and others
vs.
GEO. M. SAVAGE, executor of Samuel Savage, deceased.

In the district court of the United States for the northern district of Alabama. In chancery.

The said James W. McClung states, on oath, that he was, about the 7th June, 1837, employed by William Primrose, at that time agent for complainants, as an attorney, with full power to enter in a submission bond, on the part of complainants, if Samuel Savage would enter into a similar one, for the purpose of having the matters in dispute settled by arbitration. Deponent was instructed, at the same time, by said Primrose, if said arrangement was not carried out in some short time, forty days, as well as he recollects, to file a bill against Savage in the circuit court of the United States for the northern district of Alabama. Deponent would have filed said bill but for the death of said Samuel Savage, which *occurred*, as he is and was informed and believes, took

place in November, 1837. During the summer of 1837 deponent saw the said Samuel Savage in Huntsville, he thinks, in July or August, and, at the instance of said Savage, had a conversation with him on the subject of this suit, or rather the matters now in controversy; the arbitration was spoken of, but was, as well as deponent now recollects, at that time lost sight of as a mode of adjustment; it was, however, spoken of between deponent and said Savage as having been, at one time, a matter of negotiation between him and said Primrose. The papers herewith filed, marked "A A" and "B B," are powers of attorney left with deponent at the time of his employment as aforesaid. The said Samuel Savage did, in said conversation, express a great desire, that if a bill had to be filed, it should be done as soon as possible. Deponent did intend filing the bill as early as convenient, and would have filed it sooner but for the death of said Savage. Deponent was professionally engaged in attendance on the courts most of Sept. and Oct. of 1837, or probably the bill might have been filed during one of said months. He files herewith two powers of attorney, marked "A A" and "B B," which were executed on the 7th June, 1837, and he can thus speak certainly as to the date of his employment.

J. W. McCLUNG.

Subscribed and sworn, in open court, this 19th May, 1842.
Test: B. T. MOORE, *Clk D. C.*

Exhibit A A, in McC. dep.—(Exhibit "A A.")

Know all men by these presents, that I, William Primrose, agent and attorney in fact for Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, the three last mentioned being children of Mary Rainey, formerly Mary Taylor, legatees of William Forbes Taylor, deceased, do hereby, pursuant to powers vested in me, nominate, constitute, and appoint James W. McClung, of Huntsville, Alabama, my true and lawful attorney, for me, and in my name, and for and in the names of Samuel Taylor and the heirs of Mary Taylor, legatees under the last will and testament of William F. Taylor, deceased, formerly of South Carolina, to submit to such arbitrators as the said J. W. McClung and Samuel Savage may agree upon, all the matters and things in difference between the said legatees and the said Samuel Savage, who was one of the executors of the last will and testament of the said William F. Taylor, deceased. And I do authorize and empower the said James W. McClung, in behalf of said legatees, to execute, sign, seal, and deliver a deed of submission in their names, whereby all the claims of said legatees on said executors, arising out of his management of the estate of said William F. Taylor, may be left to the final decission, arbitrament, and award, of such person or persons as may be agreed on by said J. W. McClung and said Samuel Savage, the persons selected having the power, in case of disagreement, of selecting an umpire, whose decission shall be final—the person or persons thus selected, either as arbitrators or as umpire, being counsellors at law. And I do further authorize and empower the said James W. McClung, for and in behalf of

the said legatees, to sign any bond or bonds necessary in the premises, and to do any and every thing which I could do, or which said legatees could do, for the purpose of having a final decission by award of said claims against said Samuel Savage.

Witness my hand and seal this 7th day of June, 1837.

WILLIAM PRIMROSE, [SEAL.]
Attorney in fact for the legatees of William F. Taylor.

Attest: E. R. WALLACE.

Power of attorney referred to in McC.'s dep., marked B B.

"B B."

I do hereby nominate, constitute, and appoint, Arthur F. Hopkins and James W. McClung my attorneys to institute and prosecute any suit or suits which they may deem necessary in behalf of the legatees of William F. Taylor, deceased, against Samuel Savage, one of the executors of the last will and testament of said Taylor—said suits to be brought either in the circuit court of the United States of America for the northern district of Alabama, or in any of the State courts, at the election of my said attorneys.

Given under my hand and seal this 7th day of June, 1837.

WILLIAM PRIMROSE, [SEAL.]
Attorney in fact for the legatees of William F. Taylor.

Test: E. R. WALLACE.

Settlement of ex'r D. M.—No. 1.

DR. *Estate William F. Taylor in account current with Duncan Matheson, executor.* CR.

1811.			
August 20	V	To cash paid Mason Garrett, per receipt	$3 25
27	V	Ditto Mr. Simkins, for proving will, &c.	5 00
28	V	Ditto Peter Morrison, per receipt -	100 00
	V	Ditto Negro Silvia, per ditto - -	100 00
		Ditto Negro Jim, to pay expenses going to Abbeville for Mr. Savage - -	1 00
20		Cash paid Rev. Mr. Green for attending the funeral - - - -	10 00
		Cash paid for a blank book - -	1 00
	V	Do do A. Spencer, per receipt -	6 18¾
30	V	Do do S. Porter, per receipt -	60 00
31	V	Do do G. Hinton, per do -	3 00
Sept'r 5	V	Do do Harper & Matheson, per do.	38 50
4	V	Do do Z. Bell, per do - -	5 00
11	V	Do do Martin & Mackie, per do. -	6 56¼
23		Do do Postage of a letter - -	25

1811.			
Oct. 1st	V	Cash paid Josiah Gray, per receipt -	$17 56¼
	V	Do do Jo. S. Cart do - -	2 80
	V	Do do A. Watkins do - -	99 50
23	V	Do do Peter Morrison do - -	2,000 00
28		Do do Postage 2 letters do - -	56¼
	V	Do do F. Phinesey do - -	61 87½
	V	Do do Wm. Bones & Co. do -	17 62½
	V	Do do Martin & Mackie do -	10 12½
26	V	Do do F. Phinesy do -	9 00
Dec'r 21st	V	Do do C. S. Buckle do -	14 00
1812.			
Feb'y 17	V	Do do Peter Morrison - -	1,000 00
March 16		Do do Postage of a letter - -	25
August 29	V	Do do Mr. Simkins for 2 copies of will - - - - -	2 25
Sept. 4	V	Do do Negro Dick, per receipt -	100 00
	V	Do do Malone and Tanner, 9th Nov.	20 00
	V	Do do Jacob Bennet do -	6 37½
		Do do Postage 2 letters, 18 Nov. -	50
June 25	V	Do Paid the editor N. York Herald, per receipt - - - - -	3 52
			3,705 69½
		To com. on the within, received and paid out, *a* 2½ per ct. - -	182 81
		For Duncan Matheson, executor, Wm. Ross, executor - - -	$3,888 50½
1811.			
August 28		By cash found in the iron chest - -	475 74
Oct. 23		Do do out of the bank - - -	2,000 00
Nov. 22		Do do dividend on 25 shares - -	125 00
Dec. 30		Do do of John Fox for 6 bushels wheat -	6 00
Febr'y 17		Do do out of the bank - - -	1,000 00
			$3,606 74

To cash paid out - - -	$3,888 50½
By cash received - - -	3,606 74
Due the executor - - -	$281 76½

The within exam'd and sworn to the 30th March, 1813, and filed vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

The within acct. current rec'd in the ordinary's office, on the oath of Wm. Ross, ex'r, who was well acquainted with the transactions of this, which was done by Duncan Matheson, ex'r, dec'd.

JNO. SIMKINS, *O. E. D.*

D. Matheson, No. 1.

Settlement of executor, W. Ross.

DR. *Estate of Wm. F. Taylor, deceased, to Wm. Ross, one of the executors, contra.* CR.

1811.			
Sept. 13th	V	To cash paid Jno. Simkins, esq., O. E. D., for certificate of having qualified as executor, per receipt - - -	$00 75
1812.			
Feb. 24th	V	To cash paid Robt. McCombs fifty dollars for his services as auctioneer at the sales of the estate for five days -	50 00
April 9th	V	To cash paid Peter Morrison one thousand dollars, in of his legacy will'd him by Wm. F. Taylor - -	1,000 00
May 22d	V	To cash paid Robert Campbell one hundred dollars for his services as clerk at the sale of the deceased Wm. F. Taylor's property - - -	100 00
June 16th	V	To cash paid B. F. Harris one dollar seventy-five cents, per receipt -	1 75
August 31	V	Thirty-nine dollars and twenty-two cents, per receipt from Adams & Dugclinck, for advertising property of the estate -	39 22
Oct. 13th	V	To cash paid John Simkins, esq., O. E. D., for certified copy of Wm. F. Taylor's will, one dollar $\frac{75}{100}$ - -	1 75
14th	V	To cash paid Patrick McDowell, four hundred dollars, at his request, to enable him to go to Germantown to dispose of the property belonging to the estate of Wm. F. Taylor, in that place	400 00
	V	To cash paid Silvia, one hundred dollars, per receipt, in full of her legacy from 18th August, 1811, to 18th August, 1812 - - - -	100 00
Dec. 17	V	To cash paid Adam Hutcheson twenty-three dollars $\frac{55}{100}$, per receipt, for clothing the negroes in 1811, in part -	23 55

1813.			
Jan'ry 22	V	To cash paid Hobby & Bance, for advertising, as per receipt, twenty-two dollars and seventy-seven cents - -	$22 77
Feb'y 6		To cash paid Jos. Hutchinson, five dollars and fifty cents, for an error of 55 lbs. of cotton in the weight of the forty bales sold at Cambletown, at the sale of the estate - - - - -	5 50
		To com's on the within rec'd and paid away, at 2½ pr. cent. - -	$1,745 29 192 90¾
			$1,938 19¾
1812.		WM. ROSS, *Executor.*	
Jan'y 23d		By cash received from John Curry on the 21st inst., - - - $1 37 By ditto David Barrett, 8 50	$9 87½
Feb'y 24		" " Wm. Pond, in part of his note, ten dollars, - - - - - -	10 00
April 14		James Hunter, in part of his note, one hundred dollars, - - - - - -	100 00
27		Lindzy Coleman, four hundred dollars, in part payment of Catlett & Micon's note,	400 00
30		Lewis Calfrey, sixty dollars, in part of his note due the estate, - - - - -	60 00
May 22		Duncan Matheson, three hundred and twenty-five dollars $\frac{28}{100}$ in full of his note, with interest, - - - - - - -	325 28
August 24		From the Bank of Augusta, eighty-seven dollars and fifty cents, being the dividend from 20th Nov., 1811, to 20 May, 1812, -	87 50
31		Thirty-nine dollars, wrote off the back of judgment obtained against George Adams, as payment of Adams & Daychinck acc't against the estate, - - - - -	39 22
Sept 14		By cash received from Lindsey Coleman, seven hundred and eighty dollars, in full of Catlett & Micon's note due the estate,	
1813.		with interest, - - - - - -	780 00
Jan'ry 30		Received from Joseph Hutcheson, thirteen hundred and ninety-seven dollars and sixty cents, in full of his bond due the estate for purchases at the sale, - - - -	1,397 60
		For eight hundred and seven dollars and eighty-five cents, received from Felix McKinne, in full for his bond for purchases made by him at the sale, - - - -	807 85

STATEMENT.—Continued.

1813.		
Jan'y 30	Received from James Gardner, one thousand and fifty-five dollars and eighteen cents, in full of his bond for purchases made by him at the sale, - - - - -	$1,055 18
Feb'y 2	Received from Lewis Calfrey, one hundred dollars, in part payment of his bond for purchases made by him at the sale, -	100 00
	Received from Wm. Pond, in part payment of his note, - - - - - - -	13 00
March 17	Received from Wm. Pond, thirteen dollars, in part payment of his note due the estate,	13 00
23	Received from Isaac La Roche, seven hundred and seventy-four dollars and fifty cents, in full of his bond, with interest, for a purchase made by him at the sale, -	774 50
		$5,973 00½
	Paid out, - - - - - -	1,938 19¾
	Due the estate, - - - - -	$4,034 80¼

Examined vouchers for every item, except the five dollars and fifty cents, this 30th March, 1813. JNO. SIMKINS, *O. E. D.*

This acc't current rec'd in the ordinary's office, on the oath of William Ross, ex'or, the 30th day of March, 1813.

JNO. SIMKINS, *O. E. D.*

(Settlement of Executor, Wm. Ross.)

Wm. Ross, No. 1.

DR. *Estate of Wm. F. Taylor to Wm. Ross, contra.* CR.

1813.			
March 30	V	To cash paid Jno. Simkins, esq., O. E. D., for examining acc't current with the estate for last year, - - -	$1 75
May 28	V	Cash paid Doct. Watkins, per receipt, one dollar and seventy-five cents, for	
1814.		medicine, - - - - - -	1 75
March 28		Cash paid A. Matheson, one of the adm's of the estate of Harper & Matheson, ninety-nine dollars and six cents, pr. receipt, - - - - - - -	99 06
		To com's on the within rec'd and paid out, at 2½ p. c., - - - - - - -	58 04¾
			$160 60¾

WM. ROSS, *Ex'or.*

STATEMENT:—Continued.

1813.	By balance, four thousand and thirty-four dollars $83\frac{1}{100}$ - - - - - -	$4,034 80¾
Ap'il 9th	By cash received from James Hunter, one hundred dollars, in part payment of his note due the estate, - - - - -	100 00
May 28	Cash received from Thomas Gardner, fifteen hundred and fifty-eight dollars, in full of his bond for purchases made at the sale of the estate, - - - - - -	1,558 00
	Interest on $1,558 for five months, - -	45 43¾
June 29	Received one hundred and seventy-five dollars from the cashier of the Augusta Bank, for the dividend of the 18 Nov., 1812, and of the 18 May last, on the twenty-five bank shares of the estate in said bank, a 3 50 pr. share, - - - - - -	175 00
Dec. 9	Received eighty-seven dollars and fifty cents from the cashier of the Augusta Bank, for dividend of 18th ult. on the twenty-five bank shares of the estate for last six months, a 3 50 per share, - - - -	87 50
	Received from Frazer & Campbell twenty-eight dollars and fifty cents, nett proceeds of a cast iron chest belonging to the estate and sold by them, - - - - -	28 50
1814.		
Feb'y 20	Received from James Hunter two hundred and twenty-five dollars, in part payment of his note due the estate, - - - -	225 00
		$6,254 24½
	Paid out, - - - - - - - -	160 60¾
	Due the estate, - - - - - -	$6,093 63¾

The within exam'd and sworn to the 4 day of April, 1814, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

(Settlement of Executor, W. Ross.)

No. 2.

DR. *The estate of Wm. F. Taylor, esq., deceas'd, in acc't current with Wm. Ross, contra.* CR.

1814.			
April 5th	V	To cash paid Jno. Simkins, esq., O. E. D., one dollar and twenty-five cents, for examining the account current of the estate from the 30th March, 1813, to the 4th inst., - - - - -	$1 25
1815.			
Feb'ry 4th	V	To cash paid, nine dollars and fifty-five cents, taxes on the estate's twenty-five shares in Augusta Bank, - - -	9 55
		Commissions on $279 $\frac{05}{100}$ a 2½ pr. cent., -	6 97½
		To am't bal*l*ance due the estate, - -	6,299 77
		Dollars, - -	$6,317 54

The within exam'd and sworn to the 5th April, 1815, and find vouchers for the letter V.

JNO. SIMKINS, *O. E. D.*

1814.		
April 4th	By bal*l*ance, - - - - - - - -	$6,049 29½
May 30	By cash received, eighty-seven dollars and fifty cents, being dividend on the estate's twenty-five shares in the Augusta Bank, from the 16th Nov. last to the 16th instant, a 3 $\frac{50}{100}$ pr. share, - - - -	87 50
June 1st	By cash received, ninety-three dollars and twenty-five cents, in full from James Hunter, of his note, with interest, - -	93 25
1815.		
April 1st	By cash received, eighty-seven dollars and fifty cents, for dividend on the estate's twenty-five shares in the Augusta Bank, from the 16th May last, to 16 Nov. last, -	87 50
		$6,317 54
	By bal*l*ance due the estate, - - -	$6,299 77

CITY OF AUGUSTA, *4th April*, 1815.

Sworn before me,

JOHN WILLSON, *M. C. C.*
WM. ROSS, *Ex'or.*

(Authentication to said settlements.)

No. 3.

STATE OF SOUTH CAROLINA, *Edgefield District.*

I do certify, that the foregoing four instruments of writing contains true copies of the four original and only returns by William Ross and Duncan Matheson, executors of the estate of William F. Taylor, dec'd, now of record in my office. I further certify, that there is no return whatever by Patrick McDowell, executor of said estate, of record in my office. I further certify, that no bond was given to this court, or is on record in my office, by Samuel Savage, executor of Wm. F. Taylor, for the faithful execution of his trust as such executor; neither the laws of the State nor the practice of the court, require bond from an executor under a will.

Given under my hand and private seal, there being no seal of office, this 4th day of March, 1840.

OLIVER TOWLES, [L. S.] *O. E. D.*

THE STATE OF SOUTH CAROLINA.

By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

To all whom these present shall come greeting: Know ye, that Oliver Towles, esq., whose seal and signature appear to his certificate on the instrument of writing hereunto annexed, is and was at the time of signing said certificate, judge of the court of ordinary in and for the district of Edgefield and State aforesaid; and as such, by law, entitled to the custody of original wills and records of said court.

Therefore all due faith, credit, and authority is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof I have hereunto set my hand and caused to be affixed the seal of the State, in the town of Columbia, the [L. S.] ninth day of March, in the year of our Lord one thousand eight hundred and forty, and in the sixty-fourth year of the independence of the United States of America.

PATRICK NOBLE.

By the governor:

M. LABORDE, *Secretary of State.*

Complainants' proofs, &c.

Patrick Henry, esquire, Governor of the Commonwealth of Virginia, to Daniel Broadhead, jr., assignee, &c.—Deed.

Patrick Henry, esquire, Governor of the Commonwealth of Virginia, to all whom these presents shall come, greeting:

Know ye, that by virtue and in consideration of six land office Treasury warrants, numbered 9,201, 9,202, 9,203, 9,204, 9,205, and 9,211, issued the 23d day of November, one thousand seven hundred and

eighty one, as well as by virtue and in consideration of a military warrant under the King of Great Britain's proclamation of 1763, No. 1,177, issued the 24th day of July, 1780, there is granted by the said Commonwealth unto Daniel Broadhead, jr., ass'e, &c., a certain tract or parcel of land containing four thousand four hundred acres by survey, bearing date the seventeenth day of December, one thousand seven hundred and eighty-four, lying and being in the county of Jefferson, on the waters of the Beech fork, adjoining the lands of Joseph Trotter and Abraham Buford, and bounded as followeth, to wit: Beginning at an elm and beech, north corner to said Trotter's 1,000 acre survey, running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar-trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing in a line of Abraham Buford's survey of 5,008½ acres, three poles west of the southwest corner of said survey; thence, with said line, south eighty-five degrees west, 977 poles, to a large sugar-tree and beech; thence north five degrees west, 230 poles, to a small beech standing in a line of said Buford's 2,000 acre survey; thence, with said line, S. 85 W. 350 poles, to two beeches and poplar, corner to said survey; thence N. 5 W., 50 poles, to two beeches; thence N. 60 W., 180 poles, to two beeches and ash; thence S. 30 W., 510 poles, to a beech, elm, and ash, standing on the east side of a branch crossing Longlick creek, at 130 poles, a large branch at 370 poles; thence S. 60 E., 900 poles, to a large sugar-tree, ash, and beech; thence N. 30 E., 470 poles, to the beginning;—with its appurtenances, to have and to hold the said tract or parcel of land, with its appurtenances, to the said Daniel Broadhead, jun'r, and his heirs forever.

In witness whereof, the said Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, hath hereunto set his hand and caused the lesser seal of the said Commonwealth to be affixed at Richmond, on the twenty-fifth day of May, in the year of our Lord one thousand seven hundred and eighty-six, and of the Commonwealth the tenth.

[L. S.] P. HENRY.

Daniel Broadhead to William Forbes.—Deed.

This indenture, made the thirtieth day of September, in the year of our Lord one thousand seven hundred and eighty-six, between Daniel Broadhead, the younger, of the county of Jefferson, in Virginia, gentleman, of the one part, and William Forbes, of the city of Philadelphia, merchant, of the other part, witnesseth: That the said Daniel Broadhead, for and in consideration of the sum of one hundred and eighty-three pounds lawful money of Pennsylvania, to him in hand paid at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said William Forbes, his heirs and assigns, a certain tract or parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, on the waters of the Beech fork, adjoining the lands of Joseph Trotter and Abraham Berford: beginning

at an elm and beech, north corner to said Trotter's 1,000 acre survey; running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar-trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing in a line of Abraham Buford's survey of 5,008½ acres, three poles west of the southwest corner of said survey; thence, with said line, south eighty-five degrees west, 977 poles, to a large sugar-tree and beech; thence north five degrees west, 230 poles, to two beeches and poplar, corner to said survey; thence N. 5 west, 50 poles, to two beeches; thence north sixty degrees west, one hundred and eighty poles, to two beeches and ash; thence south 30 west, 510 poles, to a beech, elm, and ash, standing on the east side of a branch crossing Longlick creek at 130 poles, a large branch at 270 poles; thence south sixty degrees east, 900 poles, to a sugar-tree, ash, and beech; thence north 30 E., 470 poles, to the beginning;—which said tract of land Patrick Henry, esquire, Governor of Virginia, by patent under his hand and the lesser seal of the said Commonwealth, dated the twenty-fifth day of May last past, granted to the said Daniel Broadhead in fee, together with all and singular the privileges, immunities, hereditaments, and appurtenances, to the same belonging; to have and to hold the hereby granted premises, with the appurtenances, unto the said William Forbes, his heirs and assigns, to his and their only proper use and behoof forever. And the said Daniel Brodhead, and his heirs, all and singular the hereby granted premises, with the appurtenances, unto the said William Forbes, his heirs and assigns, against himself and his heirs, and against all persons lawfully claiming by, through, from, or under him or them, shall and will warrant, and by these presents forever defend.

In witness whereof, the parties have hereunto interchangeably set their hands and seals the day and year first above written.

DAN. BRODHEAD, Jun. [SEAL.]

Sealed and delivered in the presence of us—

CHAM. HART,
JOHN HOLLOWELL.

I acknowledge to have *the* received the full consideration money above mentioned.

DAN. BRODHEAD, Jr.

Witness—CHAM. HART,
JOHN HOLLOWELL.

PHILADELPHIA, *ss:*

Before the subscribers, two of the judges of the court of common pleas for the county of Philadelphia, *is* also justices of the peace for the same county, personally came Daniel Brodhead, the younger, and in due form of law acknowledged the above indenture as his act and deed.

Witness our hands and seals the fourth day of September, in the year one thousand seven hundred and eighty-six.

JOHN GILL, [SEAL.]
WM. POLLARD. [SEAL.]

PHILADELPHIA COUNTY, *sct:*

I, Charles Biddle, esquire, prothonotary of the court of common pleas for the county of Philadelphia, do hereby certify, that the honorable John Gill and William Pollard, esquires, the persons taking the foregoing acknowledgment, at the time of subscribing the same were judges of the court of common pleas, and also justices of the peace for the same county, as by their commissions remaining of record in my office fully appears; and that to all acts and deeds by them done and subscribed, full credit is and ought to be given.

In testimony whereof, I have hereto affixed the common seal of the said court and set my hand, the thirteenth day of
[O. A. K.] March, in the year of our Lord, one thousand seven hundred and ninety-five.

CHAS. BIDDLE.

Recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book No. 43, p. 304.

Witness my hand and seal of office, the 10th day of March, 1795.

[SEAL.] MATH'W IRWIN, *Rec.*

STATE OF KENTUCKY, *sct:*

I, Achilles Sneid, clerk of the court for the State aforesaid, being duly authorized by law to receive and admit to record deeds and other writings in my office, do hereby certify that the foregoing deed, with the testimonials thereto annexed, was produced to me in my office in Frankfort, on the tenth day of November, one thousand eight hundred and six, and that the same is truly recorded.

In testimony whereof, I have hereunto set my hand and
[SEAL.] affixed my seal of office the day and year aforesaid.

ACHILLES SNEID, *C. C. A.*

STATE OF KENTUCKY, *sct:*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do hereby certify that the foregoing contains a full, true, and complete copy of the deed and certificates thereto annexed, as the same remains of record in my office.

In testimony whereof, I have hereto subscribed my name and
[L. S.] caused the seal of my said office to be affixed, this 11th day of December, A. D. 1840, and in the 49th year of the Commonwealth.

J. SWIGERT, *C. C. A.*

STATE OF KENTUCKY, *sct:*

As chief justice of Kentucky, and presiding judge of the appellate court thereof, I certify that J. Swigert is clerk of the court of appeals of the said Commonwealth, which is a court of record, and that the foregoing certificate by him is in due form, and is entitled to full faith and credit.

In testimony whereof, I have hereunto subscribed my name, at Frankfort, this 17th day of December, 1840.

G. ROBERTSON, *Ch. Jus. Ky.*

William Forbes to John Phillips.—Deed.

This indenture, made the nineteenth day of February, in the year of our Lord one thousand seven hundred and ninety-four, between William Forbes, of the city of Philadelphia, merchant, of the one part, and John Phillips, of the same city, merchant, of the other part, witnesseth: That the said William Forbes, for and in consideration of the sum of thirty-seven pounds and ten shillings, lawful money of Pennsylvania, to him in hand paid by the said John Phillips at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm unto the said John Phillips, his heirs and assigns, a certain tract or parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, on the waters of the Beech fork, adjoining the lands of Joseph Trotter and Abraham Buford: beginning at an elm and beech, north corner to said Trotter's 1,000 acre survey, running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar-trees east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing in a line of Abraham Buford's survey of 5,008½ acres, three poles west of the southwest corner of said survey; thence, with said line south eighty-five degrees west, nine hundred and seventy-seven poles, to a large sugar-tree and beech; thence north five degrees west, two hundred and thirty poles, to two beeches and poplar, corner to said survey; thence north five degrees west, fifty poles, to two beeches; thence north sixty degrees west, one hundred and eighty poles, to two beeches and ash; thence south thirty degrees west, five hundred and ten poles, to a beech, elm, and ash, standing on the east side of a branch crossing Longlick creek, at one hundred and thirty poles, to a large branch at three hundred and seventy poles; thence south sixty degrees east, nine hundred poles, to a sugar tree, ash, and beech; thence north thirty degrees east, four hundred and seventy poles, to the beginning; which said tract of land, Patrick Henry, esquire, Governor of Virginia, by patent under his hand and the lesser seal of the said Commonwealth, dated the twenty-fifth day of May, one thousand seven hundred and eighty-six, granted to Daniel Brodhead, junior, in fee. And the said Daniel Brodhead, junior, by his indenture, dated the thirteenth day of September, in the same year, conveyed the said tract to the said William Forbes in fee, together with all and singular the privileges, immunities, hereditaments, and appurtenances, to the same belonging; to have and to hold the hereby bargained premises, with the appurtenances, unto the said John Phillips, his heirs and assigns, to his own and their proper use and behoof forever. And the said William Forbes and his heirs, all and singular the hereby granted premises, with the appurtenances, unto the said John Phillips, his heirs and assigns, against himself and his heirs,

and against all persons lawfully claiming by, through, from, or under him or them, and not otherwise, shall and will warrant, and by these presents forever defend.

In witness whereof the said parties have hereunto set their hands and seals interchangeably, the day and year first above written.

WILLIAM FORBES. [SEAL.]

Sealed and delivered in the presence of us—

ED'ND HOLLOWELL,
JOHN GILLESPIE,
JOHN HAND.

I acknowledge to have received thereby seven pounds ten shillings, the consideration money above mentioned.

WILLIAM FORBES.

Witness. ED'WD HOLLOWELL.

Before me, Matthew Clarkson, esquire, mayor of the city of Philadelphia, personally came William Forbes, in the above indenture named, and acknowledged the same to be his act and deed.

In testimony whereof, I have hereunto set my hand and caused the [SEAL.] seal of said city to be affixed, the twentieth day of February, 1794.

MATH. CLARKSON, *Mayor.*

Recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book, No. 43, page 305.

Witness my hand and seal of office, the 10th day of March, 1795.

MATH'W IRWINE, *Recorder.*

STATE OF KENTUCKY, *sct:*

I, Achilles Sneid, clerk of the court of appeals for the State aforesaid, being duly authorized by law to receive and admit to record deeds and other writings in my office, do hereby certify, that the foregoing deed, with the testimonials thereto annexed, was produced in my office, in Frankfort, on the 10th day of November, one thousand eight hundred and six, and that the same is truly recorded. In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office, the day and year aforesaid. ACHILLES SNEID, *C. C. A.*

STATE OF KENTUCKY, *sct:*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do hereby certify, that the foregoing contains a full, true, and complete copy of the deed and certificates thereunto annexed, as the same remains of record in my office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of my said office to be affixed, this 11th day of [SEAL.] December, A. D. 1840, and in the 49th year of the Commonwealth. J. SWIGERT, *C. C. A.*

STATE OF KENTUCKY, *sct:*

As chief justice of Kentucky, and presiding judge of the appellate

court thereof, I do certify, that J. Swigert is the clerk of the court of appeals of the said Commonwealth, which is a court of record, and that the foregoing certificate by him is in due form, and is entitled to full faith and credit. In testimony whereof, I have hereunto subscribed my name, at Frankfort, the 11th day of December, 1840.

G. ROBERTSON, *Ch. Jus. Ky.*

John Phillips to Mary Forbes—deed.

This indenture, made the third day of June, in the year of our Lord one thousand *thousand* eight hundred and two, between John Phillips, of the city of Philadelphia, in the State of Pennsylvania, merchant, of the one part, and Mary Forbes, of Germantown, in the county of Philadelphia and State aforesaid, widow and administratrix of all and singular the goods and chattels, rights and credits, which were of William Forbes, late of the said city and afterwards of Germantown aforesaid, merchant, deceased, of the other part, witnesseth: that the said John Philips, as well in consideration of the sum of one dollar, of lawful silver money of the United States of America, to him paid by the said Mary Forbes at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, as of other good and valuable causes and considerations him thereunto moving, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said Mary Forbes, her heirs and assigns, a certain tract or parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, on the waters of Beech fork, adjoining the lands of Joseph Trotter and Abraham Berford: beginning at an elm and beech, north corner to said Trotter's 1,000 acre survey, running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing in a line of Abraham Berford's survey of 500 acres; thence with said *land*, south eighty-five degrees west, nine hundred and seventy-seven poles, to a large sugar tree and beech; thence north five degrees west, two hundred and thirty poles, to two beeches and poplar, corner to said survey; thence north five degrees west, fifty poles, to two beeches; thence north sixty-six degrees west, one hundred and eighty poles, to two beeches and ash; thence south thirty degrees west, five hundred and ten poles, to a beech, elm and ash, standing on the east side of a branch crossing Long Lick creek, at one hundred and thirty poles; a large branch at three hundred and seventy poles; thence south sixty degrees east, nine hundred poles, to a sugar tree, ash, and beech; thence north 30 degrees east, four hundred and seventy poles, to the beginning, (being the same premises which the above named William Forbes, by indenture bearing date the nineteenth day of February, in the year of our Lord one thousand seven hundred and ninety-four, recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book No. 43, page 305, granted and conveyed unto the said John Philips, in fee, together with all the improvements, ways, roads, passages, woods, water, water-courses, rights,

liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; and the *per*version and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said John Phillips, of, in, and to the same. To have and to hold the said tract or parcel of land, hereditaments, and premises hereby granted, or intended so to be, with the appurtenances, unto the said Mary Forbes, her heirs and assigns forever; in trust nevertheless, to and for the only proper use and behoof of the right heir or heirs of the above named William Forbes, deceased, in such way and manner as such heir or heirs may order, direct, and appoint, and subject to the payment of all taxes now due therefor, and to all other incumbrances whatsoever now thereon: Provided always, nevertheless, and it is hereby declared to be meant, intended, understood, and agreed, by and between the said parties to these presents, that this conveyance is made and executed by the said John Phillips, and accepted and received by the said Mary Forbes, without any warranty or responsibility whatsoever on the part of the said John Phillips or his heirs, of or for the title to all or any part of the hereby granted premises.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written. JOHN PHILLIPS. [L. S.]

Sealed and delivered in the presence of—

REBECCA PHILLIPS,
JOHN ELLIOTT CRESSON,
THOS. W. SMITH.

City of Philadelphia, sct:

Before Mathew Lawles, esq., mayor of the city of Philadelphia, in the Commonwealth of Pennsylvania, personally appeared the above named John Phillips, and acknowledged the above written indenture to be his act and deed, and desired the same, as such, might be recorded according to law.

In testimony whereof, I, the said mayor, have hereunto set my hand and caused the seal of the office of mayoralty of the said city to be affixed, this fifteenth day of June, in the year of our Lord one thousand eight hundred and two, 1802.

[Seal of the city of Philadelphia.]

MATH. LAWLES, *Mayor.*

Recorded in the office for recording deeds, &c., for the city and county of Philadelphia, in deed book E. F., No. 11, page 587, &c.

Witness my hand and seal of office, the 26th day of March, A. D. 1803.

[Seal of the city and county of Philadelphia.]

EDWARD FOX, *Recorder.*

STATE OF KENTUCKY, *sct:*

I, Achilles Sneid, clerk of the court of appeals for the State aforesaid, being duly authorized by law to receive, admit, and record deeds and other writings in my office, do hereby certify that the foregoing, with the testimonials thereon endorsed, were produced to me in my office, in

Frankfort, on the third day of September, one thousand eight hundred and three, and that the same are truly recorded.

In testimony whereof, I have hereunto subscribed by name, and affixed my seal of office, the day and year aforesaid.

[O. A. K.] ACHILLES SNEID, *C. C. A.*

STATE OF KENTUCKY, *sct:*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do hereby certify, that the foregoing contains a full, true, and complete copy of the deed and certificates thereto annexed, as the same remains of record in my office.

In testimony whereof, I hereto subscribed my name, and caused the [L. S.] seal of my said office to be affixed this 11th day of December, A. D. 1840, and in the 49th year of the Commonwealth.

J. SWIGERT, *C. C. A.*

STATE OF KENTCKY, *sct:*

As chief justice of Kentucky, and presiding judge of the appellate court thereof, I do certify, that J. Swigert is the clerk of the court of appeals of said Commonwealth, which is a court of record; and that the foregoing certificates by him is in due form, and is entitled to full faith and credit.

In testimony whereof, I have hereunto subscribed my name, at Frankfort, this 11th day of December, 1840.

G. ROBERTSON, *Ch. Jus. Ky.*

Mary Forbes, adm'r, to William F. Taylor—deed.

This indenture, made the seventeenth day of September, in the year of our Lord one thousand eight hundred and five, between Mary Forbes of Germantown, in the county of Philadelphia, in the State of Pennsylvania, widow and administratrix of all and singular the goods and chattels, rights and credits, which were of William Forbes, late of the city of Philadelphia, and afterwards of Germantown aforesaid, merchant, deceased, of the one part, and William F. Taylor, of Cambletown, in the State of South Carolina, merchant of the other part, witnesseth: That the said Mary Forbes, as well in consideration of the sum of one dollar lawful silver money of the United States of America to her paid by the said William F. Taylor, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, as of other good and valuable causes and considerations her thereunto moving, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said William F. Taylor, his heirs, and assigns, a certain tract or parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, and State of Kentucky, on the waters of Beech fork, adjoining the lands of Joseph Trotter and Abraham Berford: beginning at an elm and beech, north corner to said Trotter's 1,000 acre survey; running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing in a line of Abraham Buford's survey of 5,008½ acres, three

poles west of the southwest corner of said survey; thence with said line south eighty-five degrees west, 977 poles, to a large sugar tree and beech; thence north five degrees west, two hundred and thirty poles, to a small beech standing in a line of said Buford's 2,000 acre survey; thence with said line south eighty-five degrees west, three hundred and fifty poles, to two beeches and poplar, corner to said survey; thence north five degrees west, fifty-five poles, to two beeches; thence north sixty degrees west, one hundred and eighty poles, to two beeches and ash; thence south thirty degrees west, five hundred and ten poles, to a beech, elm, and ash, standing on the east side of a branch crossing Longlick creek, at one hundred and thirty poles, a large branch at three hundred and seventy poles; thence south sixty degrees east, nine hundred and seventy poles, to a sugar tree, ash, and beech; thence north thirty degrees east, four hundred and seventy poles, to the beginning; being the same premises which the above named William Forbes, by indenture bearing date the nineteenth day of February, in the year of our Lord one thousand seven hundred and ninety-four, recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book *book* No. 43, page 305, granted and conveyed unto John Phillips in fee, and being also the same premises which the said John Phillips, by indenture bearing date the third day of June, in the year of our Lord one thousand eight hundred and two, recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book E. F. No. 11, page 687, and granted and conveyed unto the said Mary Forbes in fee, together with all the improvements, ways, roads, passages, woods, waters, water courses, rights and liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of her the said Mary Forbes, of, in, and to the same. To have and to hold the said tract or parcel of land, hereditaments, and premises, hereby granted, or so intended to be, with the appurtenances, unto the said William F. Taylor, his heirs and assigns, forever. In witness, nevertheless, to and for the only proper use and behoof of the right heir or heirs of the above named William Forbes, deceased, in such way and manner as such heir or heirs may order, direct, and appoint; and subject to the payment of all the taxes now due therefor, and to all other encumbrances thereon. Provided always, nevertheless, and it is hereby declared to be meant, intended, understood, and agreed upon, by and between the said parties by these presents, that this conveyance is made and executed by the said Mary Forbes, and excepted and received by the said William F. Taylor, without any warranty or responsibility whatsoever on the part of the said Mary Forbes, or her heirs, of or for the title to all or any part of the hereby granted premises.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

MARY FORBES, [SEAL.]
Administrator of the estate [of] Wm. Forbes, dec'd.

Sealed and delivered in the presence of us—the interlineation of the word poles between 35 and 36 line from top being first made—

DAVIS B. LAWLES,
MATHEW LAWLES.

CITY OF PHILADELPHIA, *ss:*

Before me, Mathew Lawles, esquire, mayor of the city of Philadelphia, in the commonwealth of Pennsylvania, personally appeared the above named Mary Forbes, and acknowledged the above written indenture to be her act and deed, and desire the same, as such, might be recorded accordingly.

In testimony whereof, I, the said mayor, have hereunto set my hand, and caused the seal of the office of mayor of the said city to [Seal of the city of Philadelphia.] be affixed, the seventeenth day of September, in the year of our Lord one thousand eight hundred and five.

MAT'W LAWLES, *Mayor.*

Recorded in the office for recording of deeds, &c., in the city and county of Philadelphia, in the book for recording of miscellaneous subjects, E. F. No. 1, page 298, &c.

Witness my [hand,] and the seal of my office, this 14th day of Octo-
[L. S.] ber, 1805.

EDWARD FOX, *Recorder.*

STATE OF KENTUCKY, *sct:*

I, Achilles Sneed, clerk of the court of appeals for the State aforesaid, being duly authorized by law to receive and admit to record deeds and other writings in my office, do hereby certify, that the foregoing deed, with the testimonials thereto annexed, was produced to me in my office in Frankfort, on the 10th day of November, one thousand eight hundred and six, and that the same is truly recorded.

In testimony whereof, I have hereunto subscribed my name, and
[L. S.] affixed my seal of office, the day and year aforesaid.

ACHILLES SNEED, *Clerk.*

STATE OF KENTUCKY, *sct:*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do hereby certify, that the foregoing contains a full, true, and complete copy of the deed, and certificates thereto annexed, as the same remains of record in my office.

In testimony whereof, I have hereto subscribed my name, and caused
[L. S.] the seal of my said office to be affixed, this 11th day of December, A. D. 1840, and in the 49th year of the commonwealth.

J. SWIGERT, *C. C. A.*

STATE OF KENTUCKY, *sct:*

As chief justice of Kentucky, and presiding judge of the appellate court thereof, I do certify, that J. Swigert is the clerk of the court of appeals of the said commonwealth, which is a court of record, and that the foregoing certificate by him is in due form, and is entitled to full faith and credit.

In testimony whereof, I have hereunto subscribed my name at Frankfort, this 11th day of December, 1840.

G. ROBERTSON, *Ch. jus. Ky.*

Chapter 358.

An act to amend the act entitled "An act establishing the court of appeals, and for other purposes."

Section 1. Be it enacted by the General Assembly, That the court of appeals shall from henceforth hold two terms in every year, the one commencing on the first Monday in April, and the other on the first Monday in October in every year; and the said court of appeals shall sit at each of the said terms until the business before the court is completed.

Sec. 2. No appeal shall be granted by any inferior court, or received by the court of appeals, unless a final decree, judgment, or order, shall have been pronounced or given in the inferior courts, nor shall any writ of error be sued out from the court of appeals; or, if sued out, be obeyed by the inferior courts, unless a final decree, judgment, or order, has been pronounced or given in such inferior courts in the cause. And to prevent the doubts which have arisen it is hereby declared, that the final decree, judgment, or order, intended by this act, is that which finally terminates the suit in the inferior court, and not any decree, judgment, or order, pronounced or given, the suit thereafter being still depending.

Sec. 3. No appeal shall be taken from the county court on a judgment affirming or reversing the judgment of a justice of the peace, nor shall a writ of error be issued from the court of appeals to reverse the same.

Sec. 4. And be it further enacted, That the court of appeals shall from henceforth be composed of four judges, any three of whom shall constitute a court. The judges of the court of appeals shall, in lieu of the salary now allowed by law, receive each of them annually the sum of 833⅓ dollars, to be paid in quarterly payments.

Sec. 5. All returns which would have been made, if this act had not passed, to the March term of the said court, shall be made to the April term, and shall be good and valid.

Sec. 6. The several courts hereinafter mentioned shall from henceforth be held at the following times, to wit: the general court on the first Mondays in May and November, in every year, the district court held in Washington, on the third Monday in the months of February, May, and September, in every year, the district court held in Paris, on the first Monday in the months of March and July, and the second Monday in November, in every year; the district court held in Lexington, on the third Monday in March, the first Monday in June, and the first Monday in September in every year; and the district court held in Frankfort on the second Monday in March, the fourth Monday in June, and the second Monday in September in every year.

So much of every act or acts as comes within the perview of this act

shall be and the same is hereby repealed. This act shall commence and be in force from and after *its* passage thereof.

JOHN ADAIR, *S. H. R.*
JOHN CALDWELL, *S. S. p. t.*

Approved, December 19, 1801.

JAMES GARRARD, *G. K.*
By the Governor: HARRY TOULMIN, *Sec.*

Executive office, department of State, Frankfort, Kentucky, December 12th, 1840. I, Robert P. Letcher, governor of the Commonwealth of Kentucky, do hereby certify, that the annexed and foregoing act of Assembly has been carefully examined and compared with the enrolled bill on file in the department of State, and is a true and correct copy of the same.

In testimony whereof, I have hereunto set my hand, and caused the seal of the Commonwealth to be affixed, at Frankfort, on the twelfth day of December, in the year of our Lord one thousand eight hundred and forty, and in the 49th year of the Commonwealth.

[S. L.]

By the governor: R. P. LETCHER.
JAMES HARLIN,
Secretary of State.

Chapter 221.

An act to amend an act entitled "An act to amend an act establishing county courts, courts of quarter sessions, and a court of oyer and terminer."

Sec. 1. Be it enacted by the General Assembly, That henceforth, when a vacancy shall happen in the courts of quarter sessions by death, resignation, or otherwise, it shall be lawful for the Governor to fill such vacancy by appointing any fit person residing in the county where the vacancy may happen, to fill the same, whether the person so appointed be one of the justices of the peace or not; and where any appointments to fill a vacancy in any court of quarter sessions hath been made contrary to the directions of the above recited act, such appointment shall be valid.

Sec. 2. And be it further enacted, That when two or more persons are bound jointly, or jointly and severally, in any bond or writing obligatory, and the persons so bound shall reside in different counties, it shall be lawful for the clerk of the court where the suit is brought against one of the obligors, on request of the plaintiff, to issue a capias ad respondendum against the other obligor or obligors, directed to the sheriff of the county where they may reside, and the sheriff shall execute and return the same in the same manner as if the capias had issued from the clerk of his county.

Section 3. And be it further enacted, That the courts of quarter sessions shall have concurrent jurisdiction with the district court, in all matters or things whatsoever, except in the trial of criminals.

Sec. 4. And be it further enacted, That deeds, powers of attorney,

and other writings may be admitted to record in the clerk's office of the court of appeals, he taking the acknowledgments or proof in the same manner as if it was done in open court.

EDM'D BULLOCK, *S. H. R.*
ALEX. S. BULLITT, *Spea. of the Senate.*

Approved, December 21st, 1795.

ISAAC SHELBY, *Governor of Kentucky.*

EXECUTIVE OFFICE, *Department of State, Frankfort, Kentucky, Dec'r 12th,* 1840.

I, Robert P. Letcher, Governor of the Commonwealth of Kentucky, do hereby certify, that the annexed and foregoing act of assembly has been carefully examined and compared with the enrolled bill on file in the department of State, and is a true and correct copy of the same.

In testimony whereof, I have hereunto set my hand and caused the seal of the Commonwealth to be affixed, at Frankfort, on [L. S.] the twelfth day of December, in the year of our Lord one thousand eight hundred [and] forty, and in the forty-ninth year of the Commonwealth.

R. P. LETCHER.

By the Governor:
JAMES HARLIN, *Secretary of State.*

Transcript of W. F. Taylor's will.

In the name of God, amen: I, William Forbes Taylor, of the district of Edgefield, and State of South Carolina, being weak in body, but of sound mind, and disposing memory and understanding, praised be God for the same, do make and declare this my last will and testament in manner and form following, that is to say:

First. I do hereby order, will, and direct, that [on] the first day of January, first after my decease, or as near that day as can conveniently be, that the whole of the property that I may die seized and possessed of, or may in any wise belong to me, be sold on the following terms and conditions, that is to say: All the personal property on a credit of twelve months from the day of sale, purchasers giving notes of hand or bonds, with security, to the satisfaction of my executors; and all landed or real property belonging, or in anywise appertaining to me, shall be sold on a credit of one, two, and three years, by equal instalments, purchasers to give bond, bearing interest from the date, with securities to the satisfaction of my executors, and, moreover, a mortgage on the premises.

Secondly. Whereas I have recently set my negro woman Sylvia free, and in that instrument have bound myself to pay unto her, or her order, one hundred dollars per annum during her natural life, I do hereby moreover give, grant, and devise unto her, the said negro woman Sylvia, one hundred dollars, to be paid to her, the said negro woman Sylvia, or her order, immediately, or as soon as possible after my death; and it is my earnest request, that my executors do pay the said negro woman Sylvia punctually, and that they pay some attention to prevent the infringements of her liberty and rights.

Thirdly. I give and devise to Peter Morrison (who has lived with me for several years last past) four thousand dollars, to be paid to him out of the first money that may come into the hands of my executors, after paying the abovementioned one hundred dollars to Sylvia.

Fourthly. I give, grant, and devise unto my old negro man slave Dick, commonly called Dick Tash, his personal freedom from and immediately after my decease;

WM. F. TAYLOR.

and that my executors do pay unto him, the said negro man Dick, one hundred dollars as soon as may be thereafter.

Fifthly. I do hereby will, order, give, grant, and devise all the remainder or residue of my estate which shall be remaining, after paying the before mentioned legacies, to my dearly beloved brother Samuel Taylor, of the parish of Drumblat, and shire of Aberdeen, in Scotland, and to my beloved sister Mary Taylor, of the same place, share and share alike, provided they shall both be alive at the time of my decease, and have issue, which issue, after their respective deaths, shall share the same equally; but if either the said Samuel Taylor or said Mary Taylor shall die without issue, then the survivor, or, if both shall be dead, the issue of the said Samuel Taylor or Mary Taylor, whichsoever shall leave the same, shall be entitled to the whole of the said remainder or residue of my said estate, share and share alike.

And sixthly and lastly. I do hereby nominate, constitute, and appoint my friends Samuel Savage, esquire, of the district of Abbeville, and State of South Carolina, Patrick McDowell, of the city of Savannah, and State of Georgia, merchant, Duncan Matheson and William Ross, of the city of Augusta, and State of Georgia, merchants, executors of this my last will and testament; hereby revoking and making void all former wills and testaments, at any time by me heretofore made, and do declare this to be my last will and testament.

In witness [whereof,] I have, at the bottom of the first page of this my will, subscribed my name, and to this second page my hand and seal, this thirtieth day of June, in the year of our Lord one thousand eight hundred and ten, and of the independence of the United States of America the thirty-fourth.

WM. F. TAYLOR. [SEAL.]

In the presence of—WM. HALL,
DOUGLASS HUFF,
MOSS ROSS.

STATE OF SOUTH CAROLINA, *Edgefield district:*

By Jno. Simkins, esq., ordinary.

Personally appeared before me William Hall, who being duly sworn, do make oath and says, he was present and saw William F. Taylor sign, seal, and deliver the within to be his last will and testament, and that the said William F. Taylor was then of sound and disposing mind and memory, to the best of this deponent's knowledge and belief; and that

he saw Douglass Huff and Moss Ross sign their names *of* witnesses thereto, at the request of the testator, and in his presence. At the same time qualified Samuel Savage and Duncan Matheson executors to the within.

Given under my hand, at my office, the 27th day of August, 1811.

JNO. SIMKINS, *O. E. D.*

Qualified William Ross, ex'or, the 13th September, 1811.

JNO. SIMKINS, *O. E. D.*

Qualified Patrick McDowell, ex'or to the within, 17th day of January, 1812.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield district:*

By Oliver Towles, ordinary of said district.

I do hereby certify, that the foregoing instrument of writing contains a true copy of the original will of William Forbes Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 7th day of May, A. D. 1839.

OLIVER TOWLES, [SEAL.] *O. E. D.*

THE STATE OF SOUTH CAROLINA:

By his excellency Patrick Noble, esq'r, governor and commander-in-chief in and over the State aforesaid, to all to whom these presents shall come:

Know ye, that Oliver Towles, whose signature appears to the instrument of writing hereunto annexed, is judge and register of the court of ordinary for the said district of Edgefield, in the State aforesaid; therefore, all due faith, credit, and authority is and ought to be had and given to his proceedings and certificate as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State, in the town of Columbia, [L. S.] the tenth day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

PATRICK NOBLE.

By the Governor:

M. LABORDE, *Secretary of State.*

Naturalization.

STATE OF SOUTH CAROLINA, *Ninety-six district, to wit:*

This is to certify, that William F. Taylor was this day qualified as a citizen, in open court, at Cambridge, before the honorable Adanus Burke, esquire, senior associate justice of the said State, and admitted to all the rights, privileges, and immunities of a citizen of the United States and of this State.

Given under my hand and seal of office of said court, at Cambridge, this twenty-fourth day of April, in the year of our Lord
[L. S.] one thousand seven hundred and ninety-six, and twentieth year of the independence of the United States of America.

JULIUS NICHOLS, *C. C. P.*

Naturalization.

THE STATE OF SOUTH CAROLINA, *Ninety-sixth district:*

At a court of common pleas, began to be holden at Cambridge, in and for the district of Ninety-six, on Monday, the eighteenth day of April, in the year of our Lord 1796, and thence continued, by divers adjournments, until Saturday, the twenty-third day of April, in the year aforesaid.

Present, the honorable John F. Grimke, esquire, one of the associate judges of the said State. On Saturday aforesaid, William Forbes Taylor presented to the court a petition to be admitted a citizen of the United States, in the following words, viz: "The honorable the judges of the court of common pleas for the district of Ninety-six—the petition of William Forbes Taylor humbly sheweth, that your petitioner, having resided three years and upwards in this State, and prays that he may be admitted a citizen of the United States, and be entitled to all the privileges thereof. And your petitioner will ever pray.

WILLIAM FORBES TAYLOR."

SOUTH CAROLINA, *Cambridge, 22d April*, 1796.

We, the subscribers, do certify, that we have known the above named petitioner, William F. Taylor, to have resided three years and upwards in this State, and to have maintained a good moral character during that time. Therefore recommend that the prayer of his petition be granted.

W. ANDERSON, *J. C. E.*
PATRICK McDOWELL,
THOS. BUTLER,
JNO. MARTIN.

On taking the oath, ordered that he be admitted a citizen of the State and of the United States, and entitled to all the privileges thereof.

THE STATE OF SOUTH CAROLINA, *Abbeville district:*

I, John F. Livingston, clerk of the court of common pleas and general sessions for Abbeville district aforesaid, do hereby certify that the district of Ninety-six has been abolished, and its former territory divided into various portions, of which Abbeville district is one; that by law the records and papers of the court formerly held for Ninety-six have been transferred to Abbeville court house; I, as clerk aforesaid, am keeper of all the said records and papers which belonged to the common pleas. That the foregoing petition of William Forbes Taylor is truly copied from the original remaining amongst the records and papers aforesaid, and the order thereupon is truly copied from the minutes of the court of common pleas for Ninety-six district aforesaid; and that the said petition

and order contains all that is to be found concerning the application of the said William Forbes Taylor to be admitted to become a citizen.

Given under my hand and seal of office, at Abbeville court house, this twenty-second day of April, in the year of our Lord one [L. S.] thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

JNO. F. LIVINGSTON, *Clk.*

I, Josiah J. Evans, one of the judges of the court of common pleas and general sessions for the State of South Carolina, and in the town presiding judge for Abbeville district, in the State aforesaid, do hereby certify, that the district of Ninety-six has been abolished, and all the records and papers of the court of common pleas formerly held for Ninety-six district have been transferred to Abbeville court house, and committed to the care and keeping of the clerk of the court of common pleas and general sessions for Abbeville district; that John F. Livingston, who hath signed the foregoing certificate, is such clerk, and that all due faith and credit are due to his attestations as such clerk, and that the foregoing certificate is in due form and by the proper officer.

Given under my hand at Columbia, the 6th May, 1839.

JOSIAH J. EVANS.

THE STATE OF SOUTH CAROLINA:

By his excellency, Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid, to all whom these presents shall come:

This is to certify, that it appears, from the records of this office, that Julius Nichols, the younger, did, on the 6th of May, 1789, in open court, take the oath of office as clerk of the court for the district of Ninety six, and that at that time, according to the law of the land, the tenure of said office was during good behavior; therefore all due faith, credit, and authority is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the eighth day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

[L. S.] PATRICK NOBLE.

By the Governor:

M. LABORDE, *Secretary of State.*

J. Doe, &c., vs. A. McD.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable Adam Beatty, Thomas Montgomery, and John Trimble, judges of the general court for the State aforesaid, at the capitol in the town of Frankfort, on Thursday, the 8th day of January, 1818, and in the 36 year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
ALEXANDER MCDONALD, defendant. } In ejectment.

Be it remembered that heretofore, to wit, on the 20th day of December, 1808, the plaintiff, by his attorney, filed in the court the following declaration, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Rich'd Roe, in custody, &c., for that whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messu[a]ge tenement, and 4,400 acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March then last past, unto the full end and term of thirty years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe, into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and doth still hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. G.*

14*th December*, 1818.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If you therefore claim any thereto, and intend to defend it, you must appear the fourteenth day of the present term of the general court holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

TO ALEXANDER MCDONALD, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that on the 16th day of this month, he gave a copy of the foregoing declaration and notice to Alexander McDonald, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.
JOHN RENNICK.

And afterwards, at the general court, held as aforesaid, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, a citizen of the State of South Carolina, plaintiff,
against
RICHARD ROE, that is, Alexander McDonald, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Alexander McDonald, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term, and enter himself defendant herein, in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, and agree to insist on the title only, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded; and it is further ordered that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not then the next fair day, and then and there levy of the same as either party may require, having regard to the interest of both parties; state matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing, and the sheriff of said county is directed to attend said surveyor, and remove force should any be offered.

And afterwards, at a general court, held as aforesaid, on the 9th December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (*i. e.*) Alexander McDonald, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that Alexander McDonald, the tenant in possession, be made defendant in the room of the now defendant, Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the messuage and land in question, and immediately plead thereto not guilty; and, upon the trial of the issue, confess lease, entry and ouster, and insist upon the title only. And it is further ordered, that if upon the trial of the issue verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing lease, entry and ouster, as aforesaid, then the lessor of the plaintiff shall pay costs, if the plaintiff himself does not pay them. Whereupon, the said defendant came into court, and defends the force

and injury, when and where, &c., and confessed the lease, entry and ouster in the declaration supposed, and agree to insist on the title only at the trial; and he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the said plaintiff likewise; therefore let a jury come, &c., &c.

And afterwards, at a general court, held as aforesaid, on the 8th day of January, 1818, it being the day and year first herein before written, until which time this suit was regularly continued, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* ALEXANDER MCDONALD, defendant. } In chancery.

This day came the parties, by their attornies, and on motion of the plaintiff, by his attorney, leave is given him to amend his declaration by extending the demise in the declaration herein from ten to thirty years, to which the defendant, by his counsel, objected, but was overruled; and thereupon came a jury, to wit: Thomas Lewis, Joseph Taylor, Elias M. Crane, Thos. H. Graves, Oliver Brown, William Ducker, Joseph Craig, Thos. Bell, George Marshall, John Adams, John B. Russell and Andrew R. Lindsey, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict: We, of the jury, do find the defendant guilty of the trespass in the declaration mentioned, and do assess his damages to one cent. Therefore, it is considered by the court, that the plaintiff recover against the said defendant, his term yet to come of and in the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended, and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of the said county to be directed, to cause him to have his possession of his term aforesaid yet to come, &c.

And afterwards, at a court held as aforesaid, on the 16th day of January, 1818, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* ALEXANDER MCDONALD, defendant. } In ejectment.

On motion of the defendant, it was ordered, that William Cardwell, Daniel Mitchell, Elijah Travis, Jacob Wales, John Graves, John Summers and Josiah Mann, be appointed commissioners, under the occupant claimant law, to value and assess the improvements, &c., and by consent, the defendant is to exhibit his title at the return of commissioners' report, until which time the question, whether he hath such title as entitles him to pay for his improvements, &c., under the occupant claimant law, is reserved, and the plaintiff agrees, on the hearing of said mo-

tion, to admit the execution of the deeds, and power of attorney, and recording of the same, as set forth in the bill of exceptions heretofore taken in the cause of said plaintiff against McDonald, &c., &c., and the decision of which case by the comm'rs appointed, is reported in 2 Bibb's reports, page 420. The plaintiff also agrees that copies of said deed, taken from said records, may be used in the same way that the original could, if produced.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court, do certify, that the foregoing five pages contain a full, true, and complete transcript of the record and proceedings had in the suit of ejectment of John Doe, on the demise of Wm. F. Taylor, against Alexander McDonald, as wholly as the same remains of record and on file in my [office.]

In testimony whereof, I have hereto set my name, as clerk as aforesaid, and affixed the seal of said court, this tenth day of December, in the year of our Lord, 1840, and in the 49th year of the Commonwealth.

Att: A. H. RENNICK, *C. G. C.*

STATE OF KENTUCKY, *ss:*

I, Mason Brown, presiding judge of the general court, in the State aforesaid, do certify, that Alexander H. Rennick, who has signed his signature to the above certificate, was, at the time of doing the same, the clerk of the said general court; and that his certificate is in due form of law.

Given under my hand and seal this 12th day of December, 1840.

MASON BROWN, [SEAL.]

J. Doe, on &c., vs. E. Whitten.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* ELIJAH WHITTEN, deft. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office, in the court aforesaid, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, messuage tenement, and four thousand four hundred acres of land, with the appurte-

nances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered; and the said John Doe from his farm aforesaid, his term aforesaid not being then nor yet ended, ejected, expelled, and amoved; and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. p. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or a part of them, being in your possession, and to which I have no title; if, therefore, you claim day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, Jno. Hanna made oath, that on the 17th day of this month, at the house of the within named Elijah Whitten, on the premises within mentioned, he gave a copy of the within declaration and notice to Mrs. Whitten, wife of the within named Elijah Whitten, being a free white person over the age of 16 years, of the said Whitten's family, he being from home; at the same time informed her of the contents thereof.

Given under my hand, this 20th day of December 1808.

JNO. RENNICK.

At a general court continued and held on the 20th of Dec'r, 1808, the following order was made, viz:

JOHN DOE on the demise of William F. Taylor, a citizen of the State of South Carolina, pl'ff.
against
RICHARD ROE, (id est,) ELIJAH WHITTEN, deft. } In ejectment.

This day came the pl'ff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that Elijah Whitten, tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice there underwritten, and he not appearing, it is

ordered, that unless he, having legal notice of this order, appear here at the next term, and enter himself defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry and ouster, in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him; and it is further ordered, that the surveyor of Washington county do go on the land in controversy between the parties on the day of next, if fair, if not then the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced, to report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court, before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, and remove force should any be offered. And further proceedings herein are continued until the next term. And afterwards, at a court continued and held as aforesaid, on the 9th of Dec'r, 1809, the following order was made, viz:

JOHN DOE, on the demise of Wm. F. TAYLOR, pl'ff, *against* RICHARD ROE, (i. e.) ELIJAH WHITTEN, def't. } In ejectment.

It is ordered by the court, with the consent of the parties, that Elijah Whitten, the tenant in possession, be made def't in the room of the now def't Richard Roe, and shall immediately appear to the plaintiff['s] action, receive a declaration in a plea of trespass and ejectment for the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the def't, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry and ouster, in the declaration aforesaid, then the lessor of the plaintiff shall pay the cost, if the plaintiff himself does not pay them. Whereupon the def't came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry and ouster, in the declaration supposed, and agrees to insist on the title only at the trial; and he further says that he is in nowise guilty of the trespass and ejectment aforesaid, and puts himself upon the country; and the pl'ff likewise; therefore, let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th of July, 1812, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, pl'ff, *against* ELIJAH WHITTEN, def't. } In ch'y.

On motion of the pl'ff, by his attorney, it is ordered that the surveyor of Washington do go on the lands in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and

there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial; and it is further ordered that the sheriff of said county do attend the said surveyor, and remove force if any should be offered; and this cause is continued until the next term.

And now, to wit, it being the day and year first aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff, *against* ELIJAH WHITTEN, def't. } In eject.

This day came the parties by their attornies, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who, being elected tried, and sworn, well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in the declaration mentioned, and do assess the plaintiff's damage occasioned thereby to one cent." It is therefore considered by the court, that the plaintiff recover against the said def't his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said def't may be taken, &c.; whereupon, the pl'ff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is pl'ff, against Elijah Whitten, def't, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal [L. S.] of said court, at [my] office, this 1st day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KEN'Y, *sct:*

I, Mason Brown, presiding judge of the general court of the State [of] Ky., do hereby certify, that the above named A. H. Renneck was,

at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., on this 11th day of March, 1841.

MASON BROWN. [L. S.]

J. Doe, on &c., vs. Jon. Peter.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the day of January, 1818, and in the year of the Commonwealth .

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JONATHAN PETER, defendant. } In eject.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.; for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered against the peace and dignity of the said Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *att. p. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and

make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

FRANKLIN COUNTY, *ss:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 16th day of this month he gave a copy of the foregoing declaration to Jonathan Peter, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a general court, continued and held as aforesaid on the 20th day of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff in ejectment, *against* Richard Roe, (i. e. Jonathan Peter,) def't.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Jonathan Peter, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declarations, and the notice thereunder written; and he not appearing, it is ordered, that, unless he, having legal notice of this order, appear at the next term, and enter himself def't herein, in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster, in the plaintiff's declaration supposed, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington do go on the land in controversy between the parties, on the day of , if fair, if not, then the next fair [day,] and survey and lay off the same as either party would have it, having due regard to all deeds and other evidence that may be produced; and to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend said survey, and to remove force should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th day of December, 1809, the following order was made, to wit:

John Doe, on the demise of Wm. F. Taylor, plaintiff in ejectment, *against* Jonathan Peter, defendant.

It is ordered by the court, with the assent of the parties, that Jonathan Peter, tenant in possession, Jas. McDonald, Jos. McDonald, Griffith McDonald, Mary McDonald, *Mary McDonald*, Eliz'h McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary *Mary* McDon-

ald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead immediately thereto not guilty. And upon the trial of the issue, if a verdict shall be given for the def't, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the pl'ff himself does not pay them. Whereupon came the said def't into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster, in the declaration supposed, and agree to insist on the title at the trial; and they further say, that they are in no wise guilty of the trespass and ejectment aforesaid, and of this they put themselves upon their country, and the pl'ff likewise. Therefore let a jury come, &c.

And now, to wit, the 9th of January, 1818, it being the day and year first aforesaid, the following verdict was rendered in the case, to wit:

John Doe, on the demise of Wm. F. Taylor,
plaintiff in ejectment,
against
Jonathan Peter, def't.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the def't, by his counsel, objected, which objection was overruled. And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craigh, Alex. Andrews, James Ellis, Abram Zock, James Wight, David Harris, Thos. Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the def't guilty of the trespass in this declaration of ejectment, and do assess the plaintiff's damage by occasion thereof to one cent. It is therefore considered by the court, that the plaintiff recover against the said def't his term yet to come, of, in, and to *to* the messuage and lands, with the appurtenances in this declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said def't may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alex'r H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the records and proceedings between John Doe, on the demise of Wm. F. Taylor, against Jonathan Peter, as wholly as the same remains of record, and on file in my office.

In testimony whereof I have hereto set my hand, and affixed the seal [L. S.] of said court, at office, this 1st March, 1841.

A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, clerk of said court; that the said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on the 11th day of March, 1841. MASON BROWN. [SEAL.]

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

Doe vs. *M. Lewis.*

John Doe, on demise of Wm. F. Taylor, plaintiff in ejectment, *against* Mary Lewis, defendant.

Be it remembered, that heretofore, to wit, on the day of 18 , the plaintiff, by his attorney, filed in the clerk's office of the aforesaid court, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, until the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances entered, and was thereof possessed until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Atto. P. ej.*

14 *December*, 1808.

MADAM: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICH'D ROE.

To MARY LEWIS, tenant in possession.

FRANKLIN COUNTY, *ss.*

This day before me, a justice of the peace in said county, John Hanna made oath that he gave a copy of the foregoing declaration and notice to John Lewis, over 16 years of age, son of the within named Mary Lewis, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th of Dec'r, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e.) MARY LEWIS, def't. } In eject.

This day came the pl'ff, by his attorney, and it appearing by the affidavit of John Hanna, that Mary Lewis, the tenant in possession of the premises, hath been duly served with a copy of the pl'ff's declaration and the notice thereunder written, and she not appearing, it is ordered, that unless she (having legal notice of this order,) appear here at the next term and enter herself a def't in the room of the now def't Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the pl'ff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same as either would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered; and further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff,
against
RICHARD ROE, (i. e.) MARY LEWIS, def't. } In eject.

It is ordered by the court, with the assent of the parties, that Mary Lewis, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs of *of* Richard McDonald, dec'd, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alexander McDonald, be made def'ts in the room of Richard Roe, and shall appear to the plff's action immediately, and receive a declaration in a plea of trespass and ejectment of the land in question, and plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the def't, and the pl'ff shall not prosecute his suit *no* further, for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the pl'ff shall pay the cost, if the plaintiff himself does not pay them; whereupon came the said def't into court and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial, and they further say, that they are in no wise guilty of the trespass and ejectment in the declaration supposed, and of this they put themselves upon the country, and the pl'ffs likewise; therefore let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first af'sd, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ffs,
against
MARY LEWIS, def't. } In eject.

This day came the parties, by their attornies, and, on motion of the pl'ff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the def't, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit, Sam'l Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zock, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Woodridge, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the def't guilty of the trespass in this declaration in ejectment mentioned, and do assess the plff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said def't his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages af'sd, in form af'sd assessed, and also his costs about this suit in this behalf expended; and the said def't may be taken, &c. Whereupon the

pl'ff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term af'sd yet to come, &c.

STATE OF KENTUCKY, *ss.*

I, Alexander H. Rennuch, clerk of the general court for the State af'sd, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had therein in a suit in ejectment, wherein John Doe on the demise of Wm. F. Taylor is pl'ff, and Mary Lewis, def't, as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand and affixed the [L. S.] seal of said court at office, this 2d day of March, A. D. 1841.

A. H. RENNUK, *C. G. C.*

COMM'TH OF KY., *sct.*

I, Mason Brown, presiding judge of the general court of the State of Ky., do hereby certify, that A. H. Rennuch was, at date of his above certificate, and still is, the clerk of s'd court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my [hand] and seal at Frankfort, Ky., on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe vs. B. Head.

STATE OF KENTUCKY, *sct.*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
BIGGER HEAD, defendant. } In eject.

Be it remembered that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of said court a declaration in ejectment, which is as follows, viz.:

John Doe complains of Richard Roe, in custody, &c., for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last of March then last past unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenemen aforesaid, with the appurtenances, entered, and was thereof possessed until the said Richard Roe afterwards, to wit, the second day of April

in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid—his term af'sd not being then nor yet ended—ejected, expelled, and amoved, and him from his possession aforesaid held out, and doth still hold out, and other enormities then and there offered him, against the peace and dignity of the commonwealth, and to the damage of the said pl'ff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*

14 *Dec'r*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To BIGGER HEAD, tenant in possession.

FRANKLIN COUNTY, *sct.*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 16th day of this month he gave a copy of the foregoing declaration and notice to Bigger Head, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNUCK, *C. G. C.*

And afterwards, at a court continued and held on the 20th Dec'r, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* BIGGER HEAD, def't. } In eject.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Bigger Head, the tenant in possession of the premises, hath been duly served with a copy of the pl'ff declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order,) appear here at the next term and enter himself def't herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on his title only at trial, judgment shall be entered up for the pl'ff, and the commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, having due regard therein to the interest of both

parties, state *of* matters of fact specially, and return four fair platts and reports thereof, to the clerk's office before the day of hearing; and the sheriff of said county is directed to attend the said surveyor and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 22d of December, 1808, the following order was made, viz:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e. Bigger Head,) deft.) } In ejectment.

Ordered, that the order of survey entered herein on Tuesday be amended by striking out the words "as either party may require, having regard therein to the interest of both parties," in such of the said orders where these words may occur, and insert in lieu thereof the words "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expression wherein they may be omitted.

And afterwards, at a general court continued and held as aforesaid on the 9th day of December, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e. Bigger Head,) deft. } In ejectment.

It is ordered by the court, and with the assent of the parties, that Bigger Head, James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants, by Mary McDonald, their mother and guardian, widow of Richard McDonald, deceased, and Alexander McDonald, be made defendants, in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and upon the trial of the issue they confess lease, entry, and ouster, and insist upon the title only. It is further ordered, that if upon the trial of the issue verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the cost, if the plaintiff himself does not pay them. Whereupon came said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, it being the day and year first hereinbefore written, the following verdict was entered, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Bigger Head, defendant. } In ejectment.

This day came the parties by their attornies, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected; which objection was overruled.

And thereupon came a jury, to wit: Sam'l Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and assess the plaintiff's damage by occasion thereof to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on demise of Wm. F. Taylor, is plaintiff, (vs.) Bigger Head defendant, as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof, I have hereto set my hand, and affixed the seal of said court at office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe, &c., vs. J. Prior.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the Capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* Jesse Prior, defendant. } In ejectment.

Be it remembered that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the aforesaid court his declaration in ejectment, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe, on the demise of Richard Roe, in custody, &c. For that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second of April, in the year aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*

14*th December*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession. Yours, &c.,

RICH. ROE.

TO JESSE PRIOR, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace [in] and for said county

Jno. Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to Jesse Prior, tenant in possession, and at the same time informed him of the contents thereof. Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Jesse Prior, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Jesse Prior, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered that unless he, having legal notice of this order, appear at the next term and enter himself defendant in this suit in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at trial, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing; and that the sheriff of said county do attend the surveyor, and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th December, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) Jesse Prior, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that Jesse Prior, the tenant in possession, and Jas. McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead thereto immediately not guilty; and if upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit

for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon came the defendants into court and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist upon the title only at the trial.

And they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the ninth day of January, 1818, it being the day and year first herein written, the following judgement was entered, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against JESSE PRIOR, def't. } In ejectment.

This day came the parties, by their attorneys, and, on motion of the pl'ff, leave is given him to amend his decl'n, by extending the demise in the declaration from 10 to 30 years, which was done accordingly, to which the def't, by his counsel, objected; which objections *was* overruled. And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alexander Andrews, Jas. Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned in court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent."

It is therefore considered by the court, that the pl'ff recover against the def't his term yet to come of, in, and to the messuage and lands, with the appurtenances in the decl'n mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of Wm. F. Taylor, is plaintiff, and Jesse Prior, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the [L. S.] seal of said court, at office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KY.:

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of the above certificate, and still is, the clerk of said court; that his said certificate is in due form of laws, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on the 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe vs. W. Peter.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth:

JOHN DOE, on the demise of William F. Taylor, plaintiff in eject., against WILLIAM PETER, defendant.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in eject., which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, granted, demised, and to farm let, to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid: to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe, from his farm aforesaid (his term aforesaid not being then, nor yet, ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out; and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

Dec'r 14th, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them,

being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgements to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To WILLIAM PETER, *Tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of the month he gave a copy of the foregoing declaration and notice to William Peter, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

[JNO. RENNICK.]

And afterwards, to wit, on the 20th day of Dec'r, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff in ejectment, against WILLIAM PETER, defendant.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that William Peter, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he—having legal notice of this order—appear here at the next term, and enter himself defendant herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, and agree to insist upon the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, having regard thereon to the interest of both parties, state all matters of fact specially, and return four fair platts and certificates to the clerk's office before the day of trial, and that the sheriff attend the said surveyor, *attend* and remove force, should any be offered.

And afterwards, on the 22d of Dec'r, 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, pl'ff in eject., against WILLIAM PETER, def't.

Ordered, that the order of the survey entered herein on Tuesday be amended by striking out the words "as either may require, having re-

gard therein to the interest of both parties," in such of the said orders where the words occur, and inserting in lieu thereof the words "as either would have it, having regard to all the deeds and other evidence that may be produced," and inserting the like expression wherein they may be omitted.

And afterwards at a court continued and held as aforesaid on the 9th of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against RICH'D ROE (i. e.) Wm. Peter, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Peter, the tenant in possession, be made defendant in the room of the now defendant, Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the def't, and the pl'ff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiffs shall pay the costs, if the pl'ff himself does not pay them. Whereupon the def't came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster, in the declaration supposed, and agrees to insist on the title only at the trial.

And he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th of July, 1812, the following order was made:

JOHN DOE, on the demise of William F. Taylor, pl'ff, against WILLIAM PETER, deft. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same, as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial. And it is further ordered, that the sheriff of the said county do attend the said surveyor, and remove force, should any be offered. And this cause is continued until the next term.

And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff in ejectment,
against
WILLIAM PETER, defendant.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise from 10 to 30 years, which was done accordingly, to which the defendant, by his counsel, objected, which objections *was* overruled; and thereupon came a jury, to wit: Sam'l Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass and ejectment in the declaration mentioned, and assess the plaintiff's damage to one cent."

It is therefore considered by the court, that the plaintiff recover against the said defendants his term yet to come, of, in, and to *to* messuage and land, with the appurtenances in the declaration mentioned, together with his damage aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ, directed to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid, yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alex. H. Rennuck, clerk of the general court for the State aforesaid, do hereby certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and William Peter is defendant, as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at office, the 2d day of March, 1841.

A. H. RENNUCK, *C. G. C.*

COMM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Renwick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., on this 11th day of March, 1841.

MASON BROWN. [L. S.]

Doe, &c., vs. W. Willis.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* William Willis, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed his declaration in ejectment in the court aforesaid, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.; for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered; and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him, from his possession aforesaid, held out, and still doth hold out; and other enormities then and there offered, against the peace and dignity of the Commonwealth, and to the damage of said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y Plff. ej.*

14*th December*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear, the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICH'D ROE.

To William Willis, tenant in possession.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to William Willis, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNUK.

And afterwards, on the 20th of Dec'r, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e. William Willis,) deft. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that William Willis, the tenant in possession of the premises in the declaration mentioned, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he, having legal notice of this order, doth appear here at the next term, and enter himself defendant in this suit, in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, and agree to insist on the title only at the trial, that judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party require, having due regard therein to the interest of both parties—state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing, and that the sheriff of said county do attend the said surveyor and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 22d of Dec'r, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) William Willis, deft. } In ejectment.

Ordered, that the orders of survey entered herein on Tuesday, be amended by striking out the words, "as either party may require, having regard to the interest of both parties," in such of the said orders where the words occur, and inserting in lieu thereof, the words, "as either party would have it, having regard to all deeds and other evidence that may be produced;" and inserting the like expression wherein they may be omitted.

And afterwards, at a court continued and held on the 9th day of December, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) William Willis, deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Willis, the tenant in possession, and Samuel Loe be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of *of* trespass and ejectment of the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, that they are in no wise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise. Wherefore, let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on 16th July, 1812, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) William Willis, deft. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day next, if fair, if not, then the next fair day, and there survey and lay off the same as either party shall require, having due regard to all deeds and other evidence which may be produced; report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial; and that the sheriff of said county do attend the said surveyor, and remove force, should any be offered. And the cause is continued until the next term.

And now, to wit, on the 9th January, 1818, *the*, it being the day and year first hereinbefore written, the following judgment was entered, viz:

John Doe, on the demise of William F. Taylor, plaintiff, *against* William Willis, defendant. } In ejectment.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware,

Paulus E. Irwine, Joseph Craig, Alex. Andrews, Jas. Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit:

"We, of the jury, find the defendant guilty of the trespass in this declaration of ejectment mentioned, and assess the plaintiff's damage, by occasion thereof, to one cent."

It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and land, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended, and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him *to cause him* to have possession of his term aforesaid, yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennuck, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and William Willis is defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of said court, at office, this 4th day of March, A. D. 1841. A. H. RENNICK, *C. G. C.*

COMM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Ky., do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that the said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, March 11, 1841.

MASON BROWN. [SEAL.]

John Doe vs. William Shoemaker.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, against William Shoemaker, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid, his declaration, in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c., for that, whereas Wm. F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe, from his farm aforesaid, (his term aforesaid not being then, nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out; and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c. J. ALLEN, *Att'y Plff. ej.*

14th December, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any title thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the [peace] in and for said county, John Hanna made oath, that on the 16th day of this month, he gave a copy of the foregoing declaration and notice to William Shoemaker, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th day of Dec'r, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, against Richard Roe, (i. e.) Wm. Shoemaker, deft. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing, from the

affidavit of John Hanna, that William Shoemaker, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing—it is ordered, that unless he (having legal notice of this order) appear here at the next term, and enter himself defendant herein, in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial—judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same, as either party would have it, having regard to all deeds and other evidence that may be produced; report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th of Dec'r, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, against William Shoemaker, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Shoemaker, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs-at-law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and, upon the trial of the issue, they confess the lease, entry, and ouster, and insist upon the title only.

It is further ordered, that if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, came the said defendants, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, that they are in no wise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiffs likewise; therefore let a jury come, &c.

And now, to wit, at a court held on the day and year first aforesaid, the following verdict was rendered herein, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, against William Shoemaker, defendant. } In ejectment.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was accordingly done; to which the defendant, by his counsel, objected, and which objection was overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thos. Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict:

"We, of the jury, find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, occasioned thereby, to one cent."

It is therefore considered by the court, that the plaintiff recover against the defendant his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid, yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Wm. Shoemaker, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of said court, at office, this 1st day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KY., *sct:*

I, Mason Brown, presiding judge of the general court for the State of Ky., do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., this 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe, &c., vs. W. Rogers.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* William Rogers, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed, in the clerk's office of the aforesaid court, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered; and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, amoved, and him from his possession aforesaid held out, and still doth hold out; and other enormities then and there offered him against the peace and dignity of the Commonwealth, to the damage of the said plaintiff $500—and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*

Dec'r 14, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To WILLIAM ROGERS, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to Wm. Rogers, tenant in possession, and at the same time informed [him] of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plff., *against* Richard Roe, (i. e.) Wm. Rogers, deft. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that William Rogers, the tenant in possession of the premises, has been duly served with a copy of the plff's declaration and the notice thereunder written, and he not appearing, it is ordered, that unless he appear here at the next term, and enter himself deft. herein in the room of the said Roe, plead the general issue, confess the lease, entry and ouster in the declaration supposed, and agree to insist upon the title only at the trial, judgment will be entered up for the plff., and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing, and that the sheriff of said county attend the surveyor and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th day of Dec'r, 1809, the following order was made to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e. Wm. Rogers,) deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Rogers, the tenant in possession, be made deft. in the room of the now deft., Richard Roe, and shall immediately appear and plead to the plff's action, receive a declaration in a plea of trespass and ejectment in the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the def't, and the plff. shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plff. shall pay the costs, if the plff. himself does [not] pay them. Whereupon the def't came into court, and defends the force and injury, when and where,

&c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And he further says, that he is in no wise guilty of trespass and ejectment aforesaid, and puts himself upon the country, and the plaintiff likewise. Therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* William Rogers, defendant. } In ejectment.

This day came the parties by their attorneys, and, on motion of the plff., leave is given him to amend his decl'n by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the deft., by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Sam'l Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, Jas. Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes; who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and assess the plff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plff. recover against the said deft. his term yet to come, of, in, and to the messuage and land, with the appurtenances mentioned in the declaration, together with his damages afs'd, in form afs'd assessed; and also his costs about his suit in this behalf expended, and the deft. may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

STATE of KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and Wm. Rogers, deft., as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal of said court, at [my] office, this 4th day of March, 1841.

[L. S.]

A. H. RENNICK, *C. G. C.*

COMM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Ky., do certify, that the abovenamed A. H. Rennick was, at the date of his above certificate, and still is, clerk of said court; that his said certifi-

cate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

Doe vs. W. Harbourd.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* William Harbourd, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed, in the clerk's office of said court, his declaration in ejectment, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, 1808, in the county afs'd, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe, into the tenement afs'd, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500—and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if therefore, you claim any thereto, and intend to defend it, you must appear the fourteenth day of the present term of the general court, holden in Frankfort,

and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c.,

RICHARD ROE.

To WILLIAM HARBOURD,
Tenant in possession.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 16th day of this month, at the house of the within named Wm. Harbourd, on the premises within mentioned, he gave a copy of the foregoing dec'n and notice to Mrs. Harbourd, the wife of the within named William Harbourd, a free white person over the age of 16 years, of the said Harbourd's family, (he being from home,) and at the same time informed her of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court began and held on the 20th day of December, 1808, the following order was made, to wit:

John Doe, on the demise of William. F. Taylor, plaintiff,
against
Richard Roe, (i. e. Wm. Harbourd,) def't. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing by the affidavit of John Hanna, that William Harbourd, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term of this court, and enter himself defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats, and certificates thereof, to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered. And further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th December, 1809, the following order was made:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e. William Harbourd,) deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Harbourd, the tenant in possession, and Jas. McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian; and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead immediately thereto not guilty; and if upon a trial of the issue, a verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon came the defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and of this they put themselves upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first herein written, the following judgment was entered, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* William Harbourd, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff leave was given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly, to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: [illegible] "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage by occasion thereof, to one cent." It is therefore considered by the court that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands with the appurtenances in the declaration mentioned, together with his damages afs'd, in form afs'd assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c.; whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against William Harbourd, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the seal of said court, this 8th of March, A. D. 1841.

[L. S.]

A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was at the date of the above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal on the 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe, &c., vs. T. Cull.

STATE OF KENTUCKY, *ss.*

Pleas held before the honorable Henry Pertle, one of the judges of the general court at the capital in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff.
against
Thomas Cull, defendant.
} In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.; for that whereas Wm. F. Taylor, a citizen of the State of Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be completed and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe after-

wards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered; and the said John Doe from his farm aforesaid, his term aforesaid not being then nor yet ended, ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings his suit, &c.

J. ALLEN, *P. ej.*

14*th December*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c.,

To *Thomas Cull.* RICHARD ROE.

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the sixteenth day of this month he gave a copy of the foregoing declaration and notice to Thomas Cull, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a general court began and held on the 20th of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e. Thomas Cull,) defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Thomas Cull, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declarations, and the notice there under written, he not appearing, it is ordered, that unless he, (having legal notice of this order,) appear here at the next term, and enter himself defendant herein, in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go on the lands in controversy, on the day of next, if

fair, if not, then the next fair day, and there survey and lay off the same, as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
Richard Roe, (i. e.) Thomas Cull, defendant. } In ejectment.

It is ordered by the court, and with the assent of the parties, that Thomas Cull, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs of Richard McDonald, dec'd, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alexander McDonald, be made def'ts in the room of the now def't Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto—not guilty; and [if] upon the trial of the issue, verdict shall be given for the def't, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, as aforesaid; then the lessor of the pl'ff shall pay the costs, if the pl'ff himself does not pay them. Whereupon came the said deft's into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at trial.

And they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise. Therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, the following verdict was had in the case, to wit:

John Doe, on the demise of William F. Taylor, pl'ff,
against
Thomas Cull, def't. } In ejectment.

This day came the parties, by their attorneys, and on motion of the pl'ff, leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the def't by his counsel objected, which objections *was* overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and

Henry Hawes; who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: " We of the jury find the def't guilty of the trespass in this declaration of ejectment, and assess the plff's damage by occasion thereof to one cent."

It is therefore considered by the court, that the pl'ff recover against the def't his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form afs'd assessed, and also his costs about his suit in this behalf expended; and the said deft. may be taken, &c. Whereupon the pl'ff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

And afterwards, at a court cont'd and held as afs'd, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Thomas Cull, def't. } In ejectment.

On motion of the deft., it is ordered, that William Cardwell, Dan'l Mitchell, Elijah Fravis, Jacob Walls, Jno. Graves, Jno. Sanders, and Jonah Mann, be appointed comm'rs, under the occupant claimant laws, to assess and value the improvements, &c.; and by consent, the def't is to exhibit his title at the return of the comm'ns' report. Until which time, the question—whether he has such title as entitles him to pay for such improvements, &c., under the occupying claimant law, is reserved; and the pl'ff agrees, on the hearing of said motion, to admit the execution of the said deeds and power of attorney, and recording of the same, as set forth in the bill of exceptions heretofore taken in the cause of said pl'ff against McDonald's h's, &c., and the decision of which case by the comm's appointed, is reported in 2 Bibb's reports, pages 420; which the pl'ff agrees that copies of said deeds taken from said record may be used in the same way that the original could, if procured.

STATE OF KENTUCKY, *ss:*

I, Alex'r H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contains a full, true, and complete transcript of the record and proceedings had in said [suit] in ejectment, wherein John Doe, on the demise of William F. Taylor is pl'ff, and Thomas Cull, def't, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand, and caused the seal of said court be affixed at Frankfort, this 1st day of March, [L. S.] A. D. 1841.

Att: A. H. RENNICK, *C. G. C.*

COM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Ky., do hereby certify, that the abovenamed A. H. Rennick was, at the

date of his above certificate, and still is, clerk of s'd court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

Doe, &c., vs. S. Lowe.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff,
against
Richard Roe, (i. e.) Samuel Lowe, def't. } In eject.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid, his declaration in ejectment, which is in the words and figures following, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: that whereas, William F. Taylor, a citizen of [the] State of South Carolina, the first day of April, in the [year] 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, *with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid*, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe, into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*

14th December, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them,

being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, he gave a copy of the within declaration and notice to Samuel Lowe, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of October, 1808.

JOHN RENNICK.

And afterwards, to wit, at a court continued and held as aforesaid, on the 20th day of Dec'r, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, a citizen of the State of South Carolina, pl'ff, *against* Richard Roe, (i. e.) Samuel Lowe, def't. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Samuel Lowe, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term, and enter himself defendant herein, in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded; and it is further [ordered] that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not then the next fair day, and then and there survey and lay off the same as either party may require, having regard therein to the interest of both parties; state all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office before the day of hearing, and the sheriff of said county do attend the said surveyor, and remove force should any be offered.

And afterwards, at a court, held and cont'd as afs'd, the following order was made:

John Doe, on the demise of William F. Taylor, a citizen of the State of South Carolina, pl'ff, *against* Richard Roe, def't. } In eject.

Ordered, that the orders of survey entered herein on Tuesday, be amended, by striking out the words, "as either party may require, hav-

ing regard therein to the interest of both parties;" in such of the said orders where those words occur, and inserting in lieu thereof the words, "as either party would have it, having regard to all deeds and other evidence that may be produced;" and inserting the like expressions wherein they [may] be omitted.

And afterwards, at a court continued and held as afs'd, on the 16th of July, 1812, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff, *against* SAMUEL LOWE, def't. } In eject.

On the motion of the plaintiff, by his attorney, it is ordered that the surveyor of Washington county do go upon the lands in controversy on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial. And the sheriff of the said county is ordered to attend the said surveyor and remove force, should any be offered. And this cause is continued until the next term.

And now, to wit, it being the day and year first aforesaid, the following order was made, to wit:

John Doe, on the demise of Wm. F. Taylor, plaintiff, *against* Samuel Lowe, deft. } In eject.

This day came the parties, by their att's, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingingly; to which the deft., by his counsel, objected, which objections *was* overruled; and thereupon, came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who, being elected, tried, and sworn well and truly to try the issue joined therein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the deft. guilty of the trespass in the declaration of ejectment mentioned, and assess the plff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that pl'ff recover against the said deft. his term yet to [come,] of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form af'sd assessed; and also his costs about his suit in this behalf expended; and the deft. may be taken therefor, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to have possession of his term af'sd, yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennuh, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Sam'l Lowe, as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof, I have hereto set my hand and affixed the seal of said court at office, this 1st day of March, 1841.

A. H. RENNUCK, *C. G. C.*

COMM'TH OF KY., *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the abovenamed A. H. Rennech was, at the date of his above certificate, and still is, clerk of s'd court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe, &c., vs. N. Whitten.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital in the town of Frankfort, on the 9th day of January, 1818, and in the year of the commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* Noel Whitten, deft. } In eject.

Be it remembered, that heretofore, to wit, on the day of the pl'ff, by his attorney, filed in the clerk's office of the af'sd court his declaration in eject., which is as follows:

STATE OF KENTUCKY, *Washington county, sct.*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in [the] county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the *the* possession of him, the said John

Doe, entered, and the said John Doe, from his farm aforesaid, (his term aforesaid not being then, nor yet, ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the commonwealth, and to the damage of the plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*
14*th Dec'r*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise, I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To NOEL WHITTEN, tenant in possession.

FRANKLIN COUNTY, *sct.*

This day before me, a justice of the peace in and for the s'd county, John Hanna made oath, that on the 17th day of this month, he gave a copy of the foregoing declaration and notice to Noel Whitten, tenant in possession; and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNUH.

And afterwards, at a court began and held on the 20th Dec'r, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, pl'ff, *against* Richard Roe, (i. e.) Noel Whitten, deft. } In eject.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Noel Whitten, the tenant in possession of the premises, hath been duly served with a copy of the plff's declaration, and the notice thereunder written; and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term, and enter himself deft. in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at trial, judgment shall be entered up for the pl'ff, and the commonwealth's writ of habere facias possessionem be awarded. And it is further ordered, that the sheriff of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not, on the next fair day, and then and there survey and lay off the same, as either party would have it, having regard to all deeds and other evidence that may be produced; state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office, before the day of

hearing; and that the sheriff of said county do attend the said surveyor and remove force, should any be offered.

And afterwards, at a court cont'd and held as af'sd, on the 9th day of Dec'r, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) Noel Whitten, deft. } In eject.

It is ordered by the court, with the assent of the parties, that Noel Whitten, tenant in possession, be made deft. in the room of the now deft., Rich'd Roe, and shall immediately appear to the plff's action, receive a declaration in a plea of trespass and ejectment for the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the deft., and the plff. shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, in the declaration aforesaid, then the lessor of the plff. shall pay the costs, if the plff. himself does not pay them. Whereupon, the deft. came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in declaration supposed, and agrees to insist on the title only at trial; and he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the plff. likewise; therefore, let a jury come, &c.

And afterwards, to wit, at a court continued and held as af'sd, the following order was made, viz.:

John Doe, on the demise of William F. Taylor, pl'ff, *against* Noel Whitten, def't. } In eject.

On the motion of the plaintiff, by his attorney, it is ordered that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's *of* office of this court, at least thirty days before the day of trial; and it is further ordered, that the sheriff of said county do attend the said surveyor, and remove force should any be offered.

And now, to wit, on the 9th day of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff, against NOEL WHITTEN, def't. } In eject.

This day came the parties, by their attorneys, and, on motion of the

pl'ff, leave is given him to amend his decl., by extending the demise in the declaration from 10 to 30 years, which was done accordingly, to which the def't, by his counsel, objected; which objections *was* overruled. And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the deft. guilty of the trespass in this declaration of ejectment, and assess the plff.'s damage, occasioned thereby, to one cent." It is therefore considered by the court, that pl'ff recover against the said def't his term yet to come of, in, and to the messuage and land, with the appurtenances mentioned in the declaration, together with his damages af'sd in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said deft. may be taken, &c. Whereupon the plff. prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term af'sd yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings between John Doe, on demise of William F. Taylor, plaintiff, against Noel Whitten defendant, as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof, I have hereto set my hand and affixed the seal of said court at office, this 1st day of March, 1841.

A. H. RENNICK, *Att.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State aforesaid, do hereby certify, that the above named A. H. Rennick, was at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841. MASON BROWN. [SEAL.]

Doe, &c., vs. J. Taylor.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Taylor, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of ,

the plaintiff, by his attorney, filed in the clerk's office of said court his declaration in ejectment, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas Wm. F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Atto. P. ej.*

14*th December*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will [be] turned out of possession.

Yours, &c., RICHARD ROE.

TO JOHN TAYLOR, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, at the house of the within named John Taylor, on the premises within mentioned, he gave a copy of the within declaration and notice to Mrs. Taylor, the wife of the within named John Taylor, being a free white person over the age of 16 years, of the said Taylor's family, he being from home, and at the same time informed him of the contents thereof. Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Taylor, defendant. } In ejectment.

This day came the plaintiff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that John Taylor, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice there underwritten, and he not appearing, it is ordered that unless he, having legal notice of this order, appear here at the next term and enter himself a defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff and the Commonwealth's writ of habere facias possessionem awarded him; and it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not then the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force should any be offered; and further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) John Taylor, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that John Taylor, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, the widow of said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, came the said defendant into court,

and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster aforesaid, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, it being the day and year first aforesaid, the following judgment was entered in this case to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
John Taylor, defendant.
} In ejectment.

This day came the parties by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Sam'l Ware, Paulus E. Irwin, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings between John Doe, on the demise of William F. Taylor, plaintiff, and John Taylor, &c., defendants, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal of said court, at [my] office, this 1st day of March, A. D. 1841.
[L. S.]
A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick, was at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

And afterwards, at a court began and held on the 20th of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Taylor, defendant. } In ejectment.

This day came the plaintiff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that John Taylor, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice there underwritten, and he not appearing, it is ordered that unless he, having legal notice of this order, appear here at the next term and enter himself a defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff and the Commonwealth's writ of habere facias possessionem awarded him; and it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not then the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force should any be offered; and further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) John Taylor, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that John Taylor, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, the widow of said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, came the said defendant into court,

and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster aforesaid, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, it being the day and year first aforesaid, the following judgment was entered in this case to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
John Taylor, defendant.
} In ejectment.

This day came the parties by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Sam'l Ware, Paulus E. Irwin, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings between John Doe, on the demise of William F. Taylor, plaintiff, and John Taylor, &c., defendants, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal of said court, at [my] office, this 1st day of March, A. D. 1841.
[L. S.]
A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick, was at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe, &c., vs. P. Stallcup.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* Peggy Stallcup, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed his declaration in ejectment, in the clerk's office of the court aforesaid, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas William F. Taylor, a citizen of the State of South Carolina, the first of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then, nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit.

J. ALLEN, *Atto. P. ej.*

14*th December*, 1808.

MADAM: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort,

and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICH'D ROE.

To PEGGY STALLCUP, tenant in possession.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath that on the 17th day of this month he gave a copy of the foregoing declaration and notice to Peggy Stallcup, tenant in possession, and at the same time informed her of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th of December, 1808, the following order was made, to wit:

John Doe, on the demise of Wm. F. Taylor, plaintiff in ejectment, *against* Richard Roe, (i. e. Peggy Stallcup, def't.)

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Peggy Stallcup, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration and the notice there underwritten, and she not appearing, it is ordered that, unless she, having legal notice of this order, appear here at the next term, and enter *him*self defendant in this action, in room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, and agree to insist on the title only at trial, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, paying due regard to the interest of both parties; state all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office before the day of hearing, and that the sheriff of said county attend the said surveyor, and remove force should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 22d of December, 1808, the following order was made:

John Doe, on the demise of Wm. F. Taylor, plaintiff in ejectment, *against* Peggy Stallcup, defendant.

Ordered, that the order of survey entered herein on Tuesday be amended, by striking out the words "as either party may require, having regard therein to the interest of both parties," in such of the said

orders where the words occur, and inserting in lieu thereof the words, "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expression wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th day of December, 1809, the following order was made, to wit:

John Doe, on the demise of Wm. F. Taylor,
plaintiff in ejectment,
against
Rich'd Roe, (i. e. Peggy Stallcup, def't.)

It is ordered by the court, with the assent of the parties, that Peggy Stallcup, the tenant in possession, be made def't, in the room of the now def't, Richard Roe, and shall immediately appear to plff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the def't, and the plff. shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, the def't came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster, in the declaration supposed, and agree to insist on the title only at trial; and she further says that she is in no wise guilty of the trespass and ejectment aforesaid, and puts herself upon the country, and the plaintiff likewise. Therefore, let a jury come, &c.

And afterwards, on the 16th of July, 1812, the following order was made:

John Doe, on the demise of Wm. F. Taylor, plff.
against
Peggy Stallcup, def't.

On motion of the plaintiff, by his attorney, it is ordered that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not then the next fair day, and there survey and lay off the same, as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial. And it is further ordered that the sheriff of said county do attend the *the* said surveyor, and remove force should any be offered. And this cause is continued until the next term.

And now, to wit, on the 9th of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

John Doe, on the demise of Wm. F. Taylor, plaintiff in ejectment, *against* Peggy Stallcup, def't.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by her counsel, objected, which objection was overruled. And thereupon came a jury, to wit: Sam'l Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thos. Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: We of the jury find the def't guilty of the trespass in this declaration of ejectment mentioned, and do assess the plff's damage, by occasion thereof, to one cent. It is therefore considered by the court, that the plff. recover against the def't his term yet to come, of, in, and to, the messuage and land, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennuck, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said court, in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is pl'ff, and Peggy Stalcup, def't, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal [L. S.] of said court, at office, this 2d day of March, 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KEN'Y, *sct:*

I, Mason Brown, presiding judge of the general court for the State aforesaid, do hereby certify, that the above named A. H. Renneck was, at the date of his above certificate, and still is, clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., on this 11th day of March, 1841. MASON BROWN. [L. S.]

Doe, on &c., vs. Mary Peter.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the day of January, 1808, and in the year of the Commonwealth

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
MARY PETER, defendant.
} In eject.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office, in the court aforesaid, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe, on the demise of William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered; and the said John Doe from his farm aforesaid, his term aforesaid not being then nor yet ended, ejected, expelled, and amoved; and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. p. ej.*

14*th December*, 1808.

MADAM: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise, I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

To MARY PETER, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 16th day of the month, he gave a copy of the foregoing declaration and notice to Mary Peter, tenant in possession, and at the same time informed her of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th day of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) Mary Peter, def't. } In eject.

This day came the plaintiff, by his attorney, and it appearing, by the affidavit of John Hanna, that Mary Peter, the tenant in possession, hath been duly served with a copy of the plaintiff's declaration, and the notice there under written, and she not appearing, it is ordered, that unless she, having legal notice of this order, appear at the next court and enter herself def't, in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the entry at the trial, *at the trial*, judgement will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded; and it is further [ordered,] that the surveyor of Washington county do go on the land in controversy between the parties on the day of if fair, if not, then on the next fair *fair* day, and survey and lay off the same as either party would have it, having due regard to all deeds and other evidence that may be produced, and report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, and to remove force should any be offered; and afterwards, to wit, at a court continued and held as aforesaid, on the 9th of Dec., 1809, the following order was made:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Mary Peter, def't. } In eject.

It is ordered by the court, with the assent of the parties, that Mary Peter, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, dec'd, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now def't Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land [in] question, and immediately plead thereto not guilty; and if, upon the trial of the issue, if a verdict shall be given for the def'ts, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, as aforesaid, then the lessor of the plaintiff shall pay the costs, if the pl'ff himself does not pay them; whereupon came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and they further say,

that they are in nowise guilty of the trespass and ejectment af'sd, and put themselves upon the country, and the plaintiff likewise; therefore let a jury come, &c.

And now, to wit, the 9th day of January, 1818, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Mary Peter, defendant. } In eject.

This day came the parties by their attornies, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the def't, by her counsel, objected, which objections was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths returned in court the following verdict, to wit: "We of the jury do find the def't guilty of the trespass in this declaration mentioned, and do assess the plff's damage by occasion thereof, to one cent." It is therefore considered by the court that the pl'ff recover against the said def't his term yet to come, of, in, and to the *the* messuage and lands, with the appurtenances in the declaration mentioned, together with his damage afs'd in form afs'd assessed, and also his costs about his suit in this behalf expended; and the said def't may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings between John Doe on the demise of William F. Taylor, pl'ff, against Mary Peter, def't, as wholly as the same remains of record in my office.

In testimony whereof, I have hereto set my hand, and affixed the [L. S.] seal of said court at office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH of KY. *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that this said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, this 11th day of March, 1841.

MASON BROWNE. [L. S.]

Doe, &c., vs. John Lewis.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Lewis, def't. } In eject.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed his declaration in eject., which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c., for that, whereas Wm. F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe, from his farm aforesaid, (his term aforesaid not being then, nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out; and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y Plff. ej.*

14*th December*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any title thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

To JOHN LEWIS, *tenant, &c.* Yours, &c. RICHARD ROE.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county,

John Hanna made oath, that on the 17th day of this month, at the house of the within named John Lewis, on the premises within mentioned, he gave a copy of the within declaration and notice to Mrs. Lewis, the wife of the within named John Lewis, being a free white person over the age of 16 years, of the said Lewis family, he being from home, and at the same time informed *him* of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a general court begun and held as aforesaid, on the 20th day of Dec'r, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, against John Lewis, defendant. } In eject.

This day came the plff. aforesaid, by his attorney, and it appearing, by the affidavit of John Hanna, that John Lewis, tenant in possession of the premises, hath been duly served with a copy of the plff's declaration, and the notice thereunder written, and he not appearing, it is ordered that, unless he (having legal notice of this order) appear here at the next term, and enter himself a deft. in the room of the now deft. Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plff., and the Commonwealth's writ of habere facias possessionem awarded him. And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then on the next fair day, and survey and lay off the same as either party would have it; having regard to all deeds and other evidence that may be produced, to report all matters of fact specially, and return four fair plats, and certificates thereof, to the clerk's office of said court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered. And further proceedings herein are continued to the next term.

And afterwards, to wit, at a court continued and held on the 9th day of December, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, pl'ff, *against* Richard Roe, (i. e.) John Lewis, def't. } In eject.

It is ordered by the court, with the assent of the parties, that John Lewis, the tenant in possession, James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs at law of Richard McDonald, dec'd, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alex'r McDonald, be made defts.

in the room of the now deft. Richard Roe, and shall immediately appear to the plff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead thereto immediately not guilty. And if, upon the trial of the issue, verdict shall be given for the defts., and the plff. shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plff. shall pay the costs, if the plff. himself does not pay them. Whereupon came the said defts. into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, that they are in no wise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plff. likewise. Therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following judgment was entered, to wit:

John Doe, on the demise of Wm. F. Taylor, pl'ff, *against* John Lewis, defendant. } In ejectment.

This day came the parties, by their attornies, and on motion of the plaintiff, leave is given him to amend his decl'n by extending the demise from 10 to 30 years, which was done accordingly; to which the deft., by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James [Wight,] David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws; who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We, of the jury, find the deft. guilty of the trespass in this declaration of ejectment, and do assess the plff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plff. recover against the said deft. his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the decl'n mentioned, together with his damage afs'd, in form afs'd assessed; and also his costs about his suit in this behalf expended; and the said deft. may be taken, &c. Whereupon the plff. prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit therein between John Doe, on the demise of Wm. F. Taylor, vs. John Lewis, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the [L. S.] seal of said court, at [my] office, this 2d day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KY., *sct:*

I, Mason Brown, presiding judge of the general court for the State afs'd, do hereby certify, that the abovenamed A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

Doe, &c., vs. C. Shoemaker.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* Cornelius Shoemaker, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed, in the clerk's office of the court aforesaid, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered; and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, amoved, and him from his possession aforesaid held out, and still doth hold out; and other enormities then and there offered him against the

peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500—and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*

Dec'r 14, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

RICH'D ROE.

FRANKLIN COUNTY, *sct.*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 16th day of this month he gave a copy of the foregoing declaration and notice to Cornelius Shoemaker, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808

JNO. RENNICK.

And afterwards, at a court held as afsd., on the 20th day of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
Richard Roe, (i. e.) Cornelius Shoemaker, defendant.
} In eject.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Cornelius Shoemaker, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term, and make himself defendant herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the plff's declaration supposed, and agree to insist on the title only at trial, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not, the next fair day, and then and there survey and lay off the same as either party may require, having due regard to the interest of both parties, state all matters of fact specially, and return four fair plats, and reports thereof, to the clerk's office before the day of hearing; and it is further ordered, that the sheriff of said county do attend the surveyor, and remove force, should any be offered.

And afterwards, at a court held as aforesaid, on the 22d December, 1808, the following order was made, viz:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, deft.) } In ejectment.

Ordered, that the order of survey entered herein on Tuesday be amended by striking out the words "as either party may require, having regard to the interest of both parties," in each of the said orders where those words occur, and inserting in lieu thereof the words "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the *the* like expressions wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th day of Dec'r, 1809, the following order was made, to wit:

JOHN DOE, on the demise of Plaintiff, against CORNELIUS SHOEMAKER, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that Cornelius Shoemaker, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant, Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and, upon the trial of the issue, they confess lease, entry and ouster, and insist upon the title only. It is further ordered, that if upon the trial of the issue verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay costs, if the plaintiff himself does not pay them. Whereupon came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster, in the declaration supposed, and agrees to insist on the title only at the trial. And they further say, that they are in no wise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And now, to wit, at a court held on the day and year last aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff in ejectment, against CORNELIUS SHOEMAKER, def't.

This day came the parties, by their attorney, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly, to which the def't, by his counsel, objected, which objections *was* overruled. And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the def't guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage by occasion thereof to one cent."

It is therefore considered by the court, that the plaintiff recover against the said def't his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said def't may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alex'r H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of Wm. F. Taylor, plaintiff, against Cornelius Shoemaker, defendant, as wholly as the same remains of record, and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the seal [L. S.] of said court, at office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KY., *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of the above certificate, and still is, the clerk of said court; that his said certificate is in due form of laws, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, [Kentucky,] on the 11th day of March, 1841. MASON BROWN. [SEAL.]

Doe vs. T. Shoemaker.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, *against* Thomas Shoemaker. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed his declaration in ejectment in the clerk's office of said court, which is as follows, viz:

State of Kentucky, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the s'd Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession afs'd held out, and still doth hold, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said pl'ff $500; and thereupon he brings suit.

J. ALLEN, *Att'y P. ej.*

14*th Dec'r*, 1808.

Sir: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise, I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To John Head, *tenant in possession.*

Franklin county, *sct:*

This day before [me,] a justice of the peace in and for s'd county, John Hanna made oath, that on the 17th day of this month, he gave a copy of the foregoing declaration and notice to Thos. Shoemaker, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNUK, *C. G. C.*

And afterwards, at a general court cont'd and held on the 20th Dec'r, 1808, the following order was made, viz:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Thomas Shoemaker, def't. } In eject.

This day came plaintiff, by his attorney, and it appearing by the affidavit of John Hanna that Thomas Shoemaker, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that he, having legal notice of this order, appear here at the next term, and make himself def't herein, in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, and agree to insist on the title only at trial, judgment shall be entered up for the pl'ff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of , if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, having due regard therein to the interest of both parties, state all matters of fact specially, and return four fair plat*s* and reports thereof to the clerk's office before the day of trial; and it is further ordered that the sheriff of said county do attend the said surveyor, and remove force should any be offered.

And afterwards, at a court cont'd and held as afs'd, on the 9th Dec'r, 1809, the following order was made, viz:

John Doe, on the demise of Wm. F. Taylor, plaintiff in ejectment, *against* Richard Roe, (i. e.) Thomas Shoemaker, def't.

It is ordered by the court, with the assent of the parties, that Thomas Shoemaker, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, dec'd, by Mary McDonald, their mother and guardian, and also Mary McDonald, widow of the s'd Richard McDonald, and Alexander McDonald, be made def'ts herein in the room of the now def't Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the def'ts, and the pl'ff shall not prosecute for any other cause than not confessing the lease, entry, and ouster afs'd, then the lessor of the pl'ff shall pay the costs, if the pl'ff himself does not pay them. Whereupon came the said def'ts into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster, in the declaration supposed, and agree to insist on the title only at the trial; and they further say, that they are in no

wise guilty of the trespass and ejectment afs'd, and put themselves upon the country, and the said pl'ff likewise. Therefore let a jury, &c.

And now, to wit, on the 9th of January, 1818, the following judgment was entered, to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
Thomas Shoemaker, def't. } In eject.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the deft., by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alex'r Andrews, Jas. Ellis, Abram Zook, Jas. Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes; who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the def't guilty of the trespass in the declaration mentioned, and assess the plff's damage, occasioned thereby, to one cent." It is therefore considered by the court, that the plff. recover against the deft. his term yet to come, of, in, and to the messuage and land, with the appurtenances in the declaration mentioned, together with his damages afs'd, in form afs'd assessed; and also his costs about his suit in this behalf expended, and the s'd deft. may be taken, &c.

STATE of KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in eject., wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Thos. Shoemaker, deft., as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal of said court, at [my] office, this 5th day of March, A. D. [L. S.] 1841. A. H. RENNICK, *C. G. C.*

COMM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Ky., do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., this 11th day of March, 1841.

MASON BROWN. [SEAL.]

Doe, &c., vs. Peter.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beaty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth

John Doe, on the demise of William F. Taylor, plaintiff, *against* Samuel Peter, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of said court his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.; for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *att. p. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To Samuel Peter, tenant in possession.

FRANKLIN COUNTY, *ss:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month he gave a copy of the foregoing declaration and notice to Samuel Peter, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, on the day of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
Samuel Peter, in ejectment, def't.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that Samuel Peter, the tenant in possession of the premises, hath been duly served with a copy of the plff's declaration and the notice thereunder written, and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term, and enter himself deft. herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial, judgment will be entered up for the plff., and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go on the land in controversy on the day of next, if fair, if not, then on the next fair day, and then and there survey and lay off the same as either party may require, having regard to all deeds and other evidence; to report all matters of fact specially, and return four fair plats and certificates thereof [to] the clerk's office of this court, before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered.

And afterwards, at *at* court continued and held as aforesaid, on the 22d of Dec'r, 1808, the following order was made.

John Doe, on the demise of William F. Taylor, plaintiff,
against
Richard Roe, (i. e. Samuel Peter,) deft. } In ejectment.

Ordered, that the orders of survey entered herein on Tuesday, be amended, by striking out the words "as either party may require, having regard therein to the interest of both parties," in such of the said orders where those words occur, and inserting in lieu thereof, "as either party would have it, having regard to all deeds, and other evidence that may be produced," and inserting the like expressions wherein they may be omitted.

And afterwards, at a court, continued and held as aforesaid, on the 9th of December, 1809, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e.) SAM'L PETERS, def't. } In eject.

It is ordered by the court, and with the assent of the parties, that Samuel Peter, tenant in possession, James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants, and heirs at law of Richard McDonald, deceased, and Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants, in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead immediately thereto not guilty; and upon the trial of the issue, if a verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon came said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and of this they put themselves upon the country, and the plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff,
against
SAMUEL PETER, def't. } In eject.

This day came the parties by their attornies, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise from ten to thirty years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage by occasion thereof to one cent." It is therefore considered by the court, that the plaintiff recover of the said def't his term yet to come of, in, and to the messuage and land, with the appurtenances in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed; and also his costs about

his suit in this behalf expended; and the said def't may be taken, &c.; whereupon, the pl'ff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and Samuel Peter, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand, and affixed the seal [L. S.] of said court, at office, this 4th day of March, 1841.

A. H. RENNICK.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State aforesaid, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841. MASON BROWN. [SEAL.]

Doe, &c., vs. *Z. Peter.*

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff,
against
Zachariah Peter, defendant.
} In ejectment.

Be it remembered that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid, his declaration in ejectment, which is in the words and figures, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c., for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, [and] his assigns, from the last day of March then last past unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tene-

ment aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid, (his term af'sd not being then nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold, and other enormities then and there offered, to the damage of the said pl'ff. $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To *Zachariah Peter*, tenant in possession.

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, at the house of the within named Zachariah Peters, on the premises within, he gave a copy of the foregoing declaration and notice to Mrs. Peters, the wife of the within named Zachariah, being a free white person, over the age of 16 years, of the said Peters' family, (he being from home,) and at the same time informed her of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court began and held on the 20th of Dec'r, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) Zachariah Peter, deft. } In ejectment.

This day came the pl'ff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that Zacharia Peter, the tenant in possession of the premises, had been duly served with a copy of the plaintiff's declaration, and the notice there underwritten, and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term of this court, and enter himself a defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will

be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county do go on the land in controversy between the parties on the day of next, if fair, if not then the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced, to report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court, before the day of trial. And further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of Dec'r, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
Richard Roe, (i. e.) Zachariah Peters, deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that Zachariah Peters, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursela McDonald, infants and heirs-at-law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a plea in a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and [if,] upon the trial of the issue, verdict shall be given for the def'ts, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster, in the declaration supposed, and agrees to insist on the title only at the trial; and they further say they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the pl'ff likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first herein before written, the following verdict was rendered in this cause, to wit:

John Doe, on the demise of William F. Taylor, plaintiff,
against
Zachariah Peters, defendant. } In ejectment.

This day came the parties, by their attornies, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection

was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldrige, and Henry Hawes, who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit:

We, of the jury, find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent."

It is therefore considered by the court, that the plaintiff recover against the said defendant, his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended, and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid, yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plff. against Zach. Peters, deft., as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof, I have hereto set my hand, and affixed the seal of said court, at office, this 1st March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand, this 11th day of March, 1841.

MASON BROWN, [SEAL.]

J. Doe, &c., vs. J. Head.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth:

Parties' names.

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Head, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of

the plaintiff, by his attorney, filed in the clerk's office of the general court aforesaid, his declaration, which is in the words and figures following, viz:

Decl'n eject.

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, until the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Atto. P. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To Jno. Head, tenant in possession.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, Jno. Hanna made oath, that on the 17th day of this month, at the house of the within named John Head, on the premises within mentioned, he gave a copy of the foregoing declaration and notice to Mrs. Head, the wife of the within named John, being a free white person, over the age of 16 years, of the said Head's family, he being from home, and at the same time informed her of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th of Dec'r, 1808, the following order was made, viz:

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Head, defendant. } In ejectment.

This day came the plaintiff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that John Head, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next court, and enter himself a defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered. And further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) John Head, deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that John Head, the tenant in possession, be made defendant in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, the defendant came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And he further says, that he is in no wise guilty of the trespass and

ejectment aforesaid, and puts himself upon the country, and the plaintiff likewise. Therefore, let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th July, 1812, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Head, defendant. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same, as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial. And it is further ordered, that the sheriff of the said county do attend the said surveyor, and remove force, if any should be offered. And this cause is continued until the next term.

And now, to wit, on the 9th day of January, 1818, it being the day and year first hereinbefore written, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against JOHN HEAD, defendant. } In ejectment.

This day came the parties by their counsel, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment, and assess the plaintiff's damage occasioned thereby to one cent."

It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ, to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid, yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alex. H. Rennick, clerk of the general court for the State afore-

said, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said court between John Doe, on the demise of William F. Taylor, against John Head, as the same now remains of record in my office.

[L. S.] In testimony whereof, I have hereto set my hand and affixed the seal of said court, at office, this 2d day of March, 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Renwick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

Doe, &c., vs. J. Clarke.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against JOHN CLARKE, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in eject., which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let, to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid: to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe, from his farm aforesaid (his term aforesaid not being then, nor yet, ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out;

and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c. J. ALLEN, *Atto. P. ej.*

14th December, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear, the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICH'D ROE.

To JOHN CLARKE, *Tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month he gave a copy of the foregoing declaration and notice to John Clarke, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th of Dec'r, 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against RICHARD ROE, (i. e.) JOHN CLARKE, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that John Clarke, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he—having legal notice of this order—appear here at the next term, and enter himself defendant herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, and agree to insist upon the title only at the trial, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not, on the next fair day, and then and there survey and lay off the same as either party may require, having regard therein to the interest of both parties, state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing, and that the sheriff of said county do attend the said surveyor, and remove force, should any be offered.

And afterwards, at a court began and held as aforesaid, on the 22nd Dec'r, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against RICHARD ROE, (i. e.) JNO. CLARKE, defendant. } In ejectment.

Ordered, that the orders of survey entered herein on Tuesday be amended by striking out the words "as either may require, having regard therein to the interest of both parties," in such of the said orders where these words occur, and inserting in lieu thereof the words "either would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expressions wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Clarke, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that John Clarke, the tenant in possession, be made defendant in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment for the land in question, and immediately plead thereto not guilty; and if upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster in the declaration aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them; whereupon, the defendant came into court and defends the force and injury, when and where, &c., &c., and confessed the lease, entry, and ouster, in the declaration supposed, and agrees to insist on the title only at the trial; and he further says, that he is in nowise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th of July, 1812, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* John Clarke, defendant. } In ejectment.

On the motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go on the lands in controversy on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence which may be produced; report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial; and it is further ordered, that the sheriff of the said county

do attend the said surveyor, and remove force, if any should be offered. And this cause is continued until the next term.

And now, to wit, on the 9th of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, against John Clarke, defendant. } In ejectment.

This day came the parties by their attornies, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected; which objection was overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage by occasion thereof to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit between the parties therein mentioned, as wholly as the same remains of record, and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the [L. S.] seal of said court, at office, this 2d of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Ky., do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841. MASON BROWN. [SEAL.]

Doe, &c., vs. W. Swiney.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

John Doe, on the demise of William F. Taylor, plaintiff, against William Swiney, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the aforesaid court, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand and four hundred acres of land, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe, unto the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered; and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him, from his possession aforesaid, held out, and still doth hold out; and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit.

J. ALLEN, *Att'y Plff. ej.*

14th December, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To William Swiney, tenant in possession.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to William Swiney, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court begun and held on the 20th day of Dec'r, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* William Swiney, def't. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that William Swiney, the tenant in possession of the premises hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he, (having legal notice of this order,) appear here at the next term, and enter himself a defendant herein, in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court, before the day of trial, and the sheriff of said county is ordered to attend the said surveyor to remove force, should any be offered, and further proceedings herein are continued until the next term. No defendants made in this case.

And now, to wit, on the 9th of January, 1818, it being the day and year first herein written, the following judgment was entered to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against William Swiney, defendant. } In ejectment.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alex. Andrews, Jas. Ellis, Abram

Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, viz:

"We, of the jury, find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent."

It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the declaration, together with his damages aforesaid, in form [aforesaid] assessed; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff to cause him to have possession aforesaid.

STATE OF KENTUCKY, *sct.*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing five pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Wm. Swiney, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of said court, at office, this 11th day of March, 1841.

A. H. RENNICK, *C. G. C.*

COMM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

Parties names. Doe, &c. vs. M. Hogg.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
MILBURN HOGG, defendant. } In eject.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office, in the court aforesaid, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with the appurtenances, into and upon the possession of him the said John Doe, entered; and the said John Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved; and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the community, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. p. ej.*

14*th December*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise, I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

To Milburn Hogg, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 16th day of this month, he gave a copy of the foregoing declaration and notice to Milburn Hogg, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th Dec'r, 1808, the following order was made, viz.:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richard Roe, (i. e.) Milburn Hogg, deft. } In eject.

This day came the plaintiff, by his attorney, and it appearing from

the affidavit of John Hanna, that Milburn Hogg, the tenant in possession, has been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term and enter himself def't herein in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial, judgment shall be entered up for the pl'ff, and the commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; report all matters of fact specially, and return four fair platts and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor to remove force, should any be offered.

And afterwards, at a general court continued and held as aforesaid, on the 9th day of Dec'r, 1809, the following order was made:

JOHN DOE, on the demise of William F. Taylor, pl'ff, *against* MILBURN HOGG, def't. } In eject.

It is ordered by the court, with the assent of the parties, that Milburn Hogg, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, dec'd, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and, upon the trial of the issue, if a verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as af'sd, then the lessor of the pl'ff shall pay the cost, if the plff. himself does not pay them. Whereupon came the said def'ts into court and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in no wise guilty of the trespass and ejectment aforesaid, and of this they put themselves upon the country, and the plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
MILBURN HOGG, defendant. } In eject.

This day came the parties, by their attornies, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the def't, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit, Samuel Ware, Paulus E. Irvin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldrige, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form af'sd assessed, and also his costs about his suit in this behalf expended; and the said def't may be taken, &c. Whereupon the pl'ff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term af'sd yet to come, &c.

STATE OF KENTUCKY, *sct.*

I, Alexander H. Rennich, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of Wm. F. Taylor, is pl'ff, ag'st Milburn Hogg, def't, as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof I have hereto set my hand and affixed the seal of said court at office, this 5th day of March, A. D. 1841.

A. H. RENNICH, *C. G. C.*

COMM'TH OF KENTUCKY, *sct.*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennich was, at the date of his above certificate, and still is, the clerk of s'd court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

J. Clarke vs. W. F. Taylor's heirs.

STATE OF KENTUCKY, *sct.*

Pleas held before the honorable Henry Pertle, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 17th day of August, 1827, and in the year of the commonwealth.

John Clarke, compl't,
against
Wm. F. Taylor's heirs, &c., deft. } In ch'y.

Be it remembered, that heretofore, to wit, on the 20th day of May, 1822, the complainant, by his counsel, filed his bill in ch'y, in the clerk's office of the af'sd court, which is as follows:

To the honorable the Judges of the general court in chancery sitting.

Humbly complaining, sheweth to your honors, your orator, John Clarke, a citizen of the State of Kentucky, that on the 28th day of March, 1783, a certain John Gill made an entry in the office of the proper surveyor of the county where the land hereinafter described then laid, for 1,273 acres of land, on the north side of Beach fork of Salt river, in the present county of Washington, in the words and figures following, to wit: March 28th, 1783, John Gill enters, &c.; an attested copy of which is here exhibited, and made a part of this bill. Your orator is advised and charges, that the said entry is special and valid, and has been surveyed according to law and terms of location; that, on the 27th day of July, 1786, a grant issued from the commonwealth of Virginia, to the said John Gill, for the said land, which is also made a part of this bill, bearing date the day and year af'sd.

Your orator further states, that he is advised and believes that the title of said Gill — and equitable to 500 acres of said land, was afterwards, by regular sale and conveyance, for a valuable consideration, vested in a certain Thomas Gach, by deed made by commissioners appointed legally for that purpose, and bearing date the 4th day of October, in the year 1797—an attested copy of which is made a part of this bill; that Gach afterwards conveyed said 500 acres to George Miller, Samuel Lowe, and William Peter, who *deeded* the same, and Miller conveyed 100 acres of his part to the compl't; that by virtue of his claim, so derived, and in consequence thereof, your orator settled on said land, and made lasting and valuable improvements.

Your orator further states, that a certain Daniel Brodhead, on the 28th day of October, in the year 1783, made two entries with the proper surveyor—one for 3,000 acres of land, and the other for 1,400 acres of land, and making in the whole 4,400 acres, in the words and figures following, to wit: Daniel Broadhead enters, &c., 3,000 acres, &c.; attested copies of which entries, bearing date the day and year af'sd, and here shewn to the court as a part of this bill; your orator is advised and charges, that the entries are vague and uncertain, indefinite and void, and that the same have been illegally and fraudulently surveyed so as to include the land claimed and occupied by y'r orator, as afsd, together with a considerable part of the af'sd land granted by patent to s'd Gill; that the said Broadhead has obtained a patent also for the same, bearing date the day of , prior in date to that of the said Gill; that a certain William F. Taylor, of the State of South Carolina, pretended to be vested with the legal title to the said tract of 4,400 acres of land, regularly derived from said Broadhead, on the day of , brought

an action of ejectment in this court against your orator, a tenant in possession of the af'sd tract of one hundred acres of land, and, at the January term of this honorable court, in the year 1818, recovered a judgment therefor; and your orator is apprehensive that his representatives or agents will dispo'ss him of the said land, regardless of the superior equitable title of this compl't, and without making compensation for the lasting and valuable improvements on the said land, unless speedily prevented by the interference of this honorable court; that the said William F. Taylor, some time since departed this life, and if he left any heirs capable of taking care of his estate, they are non-residents of this State, and unknown to your orator.

He would further represent, that since the said judgment in ejectment was recovered, he has been informed, and believes, that the said Taylor was, at the term he obtained the patent of the commonwealth of Virginia, under which he claims, and ever since, until his death, an alien, and in no manner capable of holding lands in the said commonwealth, or this State, and never had of the said land, or any part thereof; and he avers that he never had *no* of the fact, that the said Taylor was an alien, and incapable of holding, until some time after *after* the said judgment in ejectment.

Your orator further states, that he has understood that one Samuel Savage, of the State of Tennessee, holds out and pretends that he is s'd Taylor's devisee in said land, and has sued out a scire facias to have execution in said judgment, and obtained a judgment for execution at the last January term of this court, and will sue out a writ of habere facias possessionem, unless prevented by the interference of this court. He further states that an execution has issued against him for the costs, which he has replevied, and prays the said bond for costs, as well as the judgment for the land enjoined. Y'r orator avers that he has discovered, since the rendition of the judgment in ejectment, that one William Swiney obtained a patent for said land, *elum* in date than that under which s'd Taylor claims, and he insists and rel*y*s on the *elum* patent of s'd survey in bar to the pretended right of s'd Taylor, or his representatives, to the possession of said land. All which actions and doings, &c., in tender consideration, &c.; to the end, therefore, that the unknown heirs of the said Wm. F. Taylor and the s'd Savage be made def'ts to this bill, and may true and perfect answers make to all and singular the allegations thereof, as fully and completely as if they were here again repeated and interrogated; that, by a decree of this court the s'd judgment in ejectment may be perpetually enjoined; that the said def'ts may be compelled to relinquish and convey to the compl'ts the abovementioned tract of one hundred acres of land; and that your orator may have such other and further relief as the nature and equity of the case may require, may it please the court to grant to your orator the commonwealth's writ of subpœna, with injunctions, &c., to be directed, &c., commanding, &c., and your orator will pray, &c.

J. W. FORBES, *Att. for Comp't.*

I do hereby release all errors in the judgment and proceedings at law

prayed to be enjoined in the foregoing bill. Witness my hand and seal this 18th day of March, 1822.

JOHN CLARKE. [SEAL.]

Teste: JOEL HALL.

COMMONWEALTH OF KENTUCKY, *to wit:*

This 18th day of March, 1822, the within comp't, John Clarke, came before me, the undersigned, a justice of the peace in and for the Commonwealth and county aforesaid, and made oath that the matters and things stated in the above and foregoing bill, so far as they are stated to be of his own knowledge, are true; and what is stated to be derived from information he believes to be true.

Given under my hand and seal on the day and year aforesaid.

WILLIAM NOEL, *J. P. W. C.*

STATE OF KENTUCKY, *Washington circuit, sct:*

The clerk of the general court is directed to issue a subpœna, with injunction, agreeable to the prayer of the within bill upon comp't executing bond in his office, with William Willis his security, in the penalty of five hundred dollars, conditioned as the law directs.

Given under my hand this 11th May, 1822.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a general court, began and held on the 14th August, 1823, the following order was made, viz:

John Clarke, comp't in chancery,
against
The unknown heirs of Wm. F. Taylor, dec'd, def't.

This day came the comp't, by his counsel, and on his motion it is ordered, that leave be given him to file a supplemental bill herein, which is filed accordingly. And it appearing to the satisfaction of the court that the def'ts are not inhabitants of this Commonwealth, and they having failed to appear and answer agreeable to law and the rules of this court, therefore, on motion of the comp't, it is ordered, that, unless the said def't do appear here on or before the first day of our next term, and answer the original bill and supplemental bill in this cause, the same will be taken against them for confessed, and the matters thereof decreed. And it is further ordered, that a copy of this order be published in one of the authorized newspapers printed in the town of Frankfort, for two months successively; and this cause is continued until the next term.

The following is the supplemental bill, to wit:

Supplemental bill.

To the honorable judges of the general court in chancery sitting.

Your orator, John Clarke, by way of amendment, &c., supplement to his original bill filed herein, against the unknown heirs of William

F. Taylor, deceased, would respectfully represent, that on the 20th of January, 1784, a certain William Finney made the following entry with the surveyor of the proper county: William Finny enters 10,000 acres upon a Treasury warrant, &c. (Here insert it as per copy herewith filed as a part of this bill, marked Z.) That afterwards, to wit, on the 15th March, 1784, he made the following amendment thereto in the office of said surveyor: William Tinney amends his entry of 10,000 acres of land, that begins, &c.—(insert the balance.) A copy of which amendment is herewith filed as a part of this amended bill, marked Y, bearing date the day and year aforesaid. That, on the 16th of March, in the year *afore* aforesaid, the said Tinney caused the same to be surveyed according to law, as will more satisfactorily appear by a copy of the survey or surveyor's return, herewith filed as a part of this bill marked X.

Your orator further states and charges, that the said entry and amendment are special and precise in the calls for objects on the ground; and that the objects called for are, and then were, of general and sufficient notoriety in their neighborhood, and could have been found, by any subsequent inquiries, with ease and readiness, at the date of the entry. That the said survey was made strictly pursuant to the aforesaid calls in the amended entry. That on the 19th day of May, 1786, the said land specified in the said entry and survey, and included thereby, was granted by the Commonwealth of Virginia to the said Tinney, by the letters patent of the said Com'th, a copy of which is here shewn to the court, bearing date the day and year last aforesaid, marked V.

That your orator had a claim upon said land, as set forth in his original bill, but judgment in ejectment therefor was obtained against him nevertheless, as will more at large appear by the original bill. That since the said judgment in ejectment, and since the filing of the original bill herein, your orator has purchased in the claim of Tinney, from a certain Joel Post and Jas. B. Clarke, who were the legal and equitable proprietors thereof; all which will more fully appear by reference to the deeds of conveyance, filed herewith, marked S. T. W, and made a part of this bill. Your orator is advised, and believes, that he thereby acquired the legal as well as the equitable title to said land, and that the said heirs of William F. Taylor have no title whatever in or to the said land.

In tender consideration, &c. To the end, therefore, that the said unknown heirs may true and perfect answer make, to all and singular of the above allegation. That the relief prayed for in the original bill may be decreed, and a perpetual injunction to the aforesaid judgment in ejectment, and that your orator may have such other and further relief, as the nature and equity of his case may require.

J. W. FORBES, *for compl't.*

The following are the exhibits referred to in the foregoing am'd bill, to wit:

Exhibit Z.

January 20th, 1784.

William Tinney enters 10,000 acres upon a treasury warrant, No. 18,693, beginning at the mouth of Longlick creek; that Powell's *trace* goes up after crossing Chaplin's fork, the first time from the Falls to Harrorsburg, to run up the said creek, and up the Beach fork to include the quantity.

A copy, att.: JNO. M. FOSTER, *Regt. L. off.*
By JAMES Y. LOVE, *Dep. regt.*

Exhibit Y.

March 14th, 1784.

William Tinney amends his entry of 10,000 acres, that begins at the mouth of Longlick creek, entered the 20th January, 1784, as followeth—instead of the beginning, in the said entry mentioned, to begin at the north corner of Benjamin Moody's 1,800 acre survey, that joins his 3,000 acre survey in the fork of the Beech fork and the Long Lick creek, being a large poplar and beech on the south branch of the said creek, opposite to a small drain running in on the north side of the said creek; thence along the said Moody's line, S. 14° W., about 850 poles, to the southeast corner of his 1,800 acre survey; thence along another line west to his 8,000 acre survey; thence with a line thereof, S. 14 W., to the Beech fork; thence up the Creek fork, and from the said beginning up Powell's trace for quantity.

A copy, teste: JNO. W. FOSTER, *Reg. L. Off.*
By JAMES Y. LOVE, *Dep. Reg.*

The following is the surveyor's return referred to, and marked X, to wit:

Surveyed for William Tinney 10,000 acres of land in Jefferson county, Ky., by virtue of a Treasury warrant, No. 18,693, beginning on the south side of Long Lick creek, at a poplar and beech, being the N. E. corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to a white oak, sugar-tree *tree*, and beech, on bank of the Beech fork; and thence up the meanders of said fork, and bending therein 4,512 poles, to a white oak and hickory, at the mouth of a small drain; thence north 1,220 poles, to a beech; thence N. 45 W., 80 poles, to three beeches, corner to Buford's 2,000 acre survey; thence with his line S. 85 W., 386 poles, to a poplar and beech, corner to said survey; thence N. 37 W., 620 poles, to the beginning.

March seventeenth, 1784.

[For plat see original.]

Scale 400 poles per inch.

BEN. PATTEN, *D. S.*
GEO. MAY, *S. G. C.*

A copy, teste: J. M. FOSTER, *Reg. L. Off.*
By J. J. LOOFBOURROW, *D. Reg.*

The following is exhibit V, referred to, to wit:

Patrick Henry, esq., governor of the commonwealth of Virginia, to all to whom these presents shall come, greeting:

Know ye, that, by virtue and in consideration of a land office treasury warrant, No. 18,693, and issued the 14th day of August 1783, there is granted by the said Commonwealth, unto William Tinney, ass'ee of Michael Ryon, a certain tract or parcel of land, containing ten thousand acres by survey, bearing date the 16th day of March, 1784, lying and being in the county of Jefferson, and bounded as followeth, to wit: beginning on the south side of Long Lick creek, at a poplar and beech, being the northeast corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to a white oak, sugar-tree, and beach, on the bank of the Beach fork; thence up the meanders of said fork, and bending thereon 4,512 poles, to a white oak and hickory at the mouth of a small drain; thence north, 1,220 poles, to a beech; thence N. 45 west, 180 poles, to three beeches, corner to Buford's 2,000 acre survey; thence with his line south 85 W., 386 poles, to a poplar and beech, corner to said survey; thence N. 37° W., 620 poles, to the beginning, with its appurtenances: to have and to hold the said tract or parcel of land, with its appurtenances, to the said William Tinney, and his heirs forever.

In witness whereof the said Patrick Henry, esq., governor of the Commonwealth of Virginia, hath hereto set his hand, and caused the lesser seal of the said Commonwealth to be affixed, at Richmond, on the 19th day of May, in the year of our Lord one thousand seven hundred and eighty-six, and of the Commonwealth the tenth. P. HENRY.

A copy, teste: JNO. M. FOSTER, *Reg. L. Off.*
By JAMES Y. LOVE, *D. Reg.*

The following is the deed from Post & Clark, referred to, marked W.

This indenture, made this 25th day of April, 1823, by and between Joel Post and James B. Clarke, of the city and State of New York, by Paul J. Booker, their attorney in fact, so constituted by a letter of attorney, by them executed to said Booker, under date the 21st day of January, 1823, and recorded in the Washington county court office, together with the several certificates of proof and authentication, of the one part, and John Clarke, of Washington county, and State of Kentucky, of the other part—witnesseth: That whereas the said Booker, as attorney as aforesaid, having compromised, on behalf of said Post & Clark, with a certain Thomas Gash, for the benefit of said John Clarke, the said John claiming title under said Gash, who is desirous of quieting said Clarke's title to one hundred ten and one-fourth acres of land, part of John Gill's twelve hundred and seventy-three acre patent under whom said Gash derived title, and also covered by William Tinney's ten thou-

sand acre patent, under which the said Post & Clarke claims title to said one hundred ten and one-fourth acres of land, which is situate in Washington county, Kentucky, on May's creek, and bounded as followeth: beginning at a stone on John Low's line, corner to William Willis; thence S.89 west, fifty-four and a half poles, to a sugar tree and hickory, north 1 west, 7½ poles, to a hickory; thence S. 64½ west, 72 poles, to two beeches on the forks of a branch; thence down the same 114 poles, to three beeches on the bank of May's creek; thence up the same 42 poles, to two beeches; thence north 85½ east, 110 poles to a hickory; thence north 1 west, 44 poles, to a beech on a branch; thence up the same 95 poles, to a stone; thence north 2 west, 36½ poles, to the beginning.

This indenture witnesseth, that for and in consideration of nine shillings per acre to the said Booker, as attorney as aforesaid, to be paid by the said Gash, the said Booker, as attorney as aforesaid, do by these presents convey to the said John Clarke all the right, title, and interest, which the said Post & Clark has in and to said one hundred ten and a fourth acres of land: To have and to hold the said described tract of land to his, the said John Clarke's, proper use, to him and his heirs forever; and the said Post & Clark, by their said attorney, do warrant and defend the title of said land from themselves, or either of them, and from all and every person or persons claiming under them, or either of them, but from no other person or persons whatever.

In testimony whereof, I have hereunto affixed my hand and seal, as attorney as aforesaid, but not in any other way or event binding myself individually, this the date first written.

PAUL J. BOOKER, [SEAL.]
As attorney for Post & Clarke.

Attest: SAMUEL WILLIAMS,
WILLIAM WILLIS.

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court for the county aforesaid, do hereby [certify,] that, on the day of the date hereof, this indenture was acknowledged before me in my office, by the within named Paul J. Booker, attorney for Post & Clarke, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereto set my hand this 7th day of June, 1823.

JOHN HUGHES, *C. W. C.*

And afterwards, at a court continued and held as aforesaid, on the 18th of August, 1826, the following order was made, viz:

John Clark, complainant in chancery,
against
The unknown heirs of William F. Taylor and others, defendants.

This day came the complainant, by his counsel, and it appearing to

the satisfaction of the court that the defendants, Samuel Savage and the unknown heirs of William F. Taylor, deceased, are not inhabitants of this commonwealth, and they having failed to enter their appearance herein agreeably to law and the rules of this court, therefore, on motion of the complainant, it is ordered, that unless the said defendants do appear here on or before the first day of the next term, and answer the complainant's bill, the same will be taken for confessed against them, and the matters thereof decreed; and it is further ordered, that a copy of this order be inserted in some authorized newspaper printed in the town of Frankfort, for two months successively; and the cause is continued until the next term.

The undersigned, printer of the Commentator, an authorized newspaper (by an act of January 17, 1817) published at Frankfort, in the State of Kentucky, doth hereby certify, that *that* a copy of a certain order of the general court of August term, 1826, appointing a day for the appearance of absent defendants in the case of John Clark, complainant in chancery, against the unknown heirs of William F. Taylor, &c., defendants, was published in the said Commentator of the 23d of September, 1826, and continued for two months successively; and that the printed paper hereto annexed is a copy of the said order, as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th of August, 1827, it being the day and year first herein written, the following decree was entered, to wit:

John Clarke, complainant in chancery,
against
William F. Taylor's h's, &c., defendants.

This day came the complainant, by his attorney, and the defendants having failed to answer *to answer* the complainant's bill, and the order of publication made in this cause at the next August term, 1826, having been published for two months successively in the public newspaper called the Commentator, published in Frankfort, commencing the 23rd day of September, 1826, as appears by the certificate of the editor of said newspaper, filed with the clerk of this court on the 9th day of January, 1827; it is therefore ordered, that the bill and amended bill of the complainants be, and the same is hereby, taken as confessed by said defendants. Whereupon the cause came on to be heard upon the bills and exhibits; and on consideration it is ordered and decreed, that the defendants be perpetually enjoined from proceeding on the judgment in ejectment mentioned in the bill, and that they release to the complainant, by deed, with special warranty, the land mentioned in the bill, on or before the first day of the next term; and it is further decreed and ordered, that the defendants pay to the complainant his costs herein expended.

Know all men by these presents, that we, John Clarke and William Willis, are held and firmly bound unto William F. Taylor, or his representatives, in the just and full sum of $500; for the true payment

whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents. Sealed and dated this 20th day of May, 1822.

The condition of the above obligation is such, that whereas the above bound John Clark hath prayed for and obtained an injunction staying all further proceedings upon a judgment at law obtained against him in the general court by the above named William F. Taylor, in an action of ejectment, costs, &c., and costs, until the matter thereof shall be heard in equity. Now, if the said John Clarke and William Willis, or either of them, shall well and truly satisfy and pay the and all costs and damages that shall be awarded against him in the injunction aforesaid, in case the same shall be dissolved, in whole or in part, then this obligation to be void, else to remain in full force and virtue.

JOHN CLARKE, [SEAL.]

By William Willis, his attorney in fact.

WILLIAM WILLIS. [SEAL.]

Know all men by these presents, that I, John Clarke, of the county of Washington, State of Kentucky, do by these presents ordain, constitute, and appoint William Willis, of the county and State aforesaid, my true and lawful attorney, and in my name, and for me, to put, set, and subscribe my name to a certain injunction bond obtained by order [of] Judge Booker, in a certain suit in the general court of this State, in Frankfort, commenced in said court by William F. Taylor, against me and others, for the land I now live on and occupy.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this 16th day of May, 1822.

JOHN CLARKE. [SEAL.]

Witness—DAVID CLARKE.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing eighteen pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein John Clarke is complainant, and William F. Taylor, h's, &c., are defendants, as wholly as the same remains of record, and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the seal [L. S.] of said court, at office, this 9th of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

W. Willis vs. W. F. T.'s heirs.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable Henry Pertle, one of the judges of the general court, at the Capitol, in the town of Frankfort, on the 27th day of August, 1827, and in the year of the Commonwealth.

William Willis, comp't,
against
William F. Taylor's heirs, &c., def'ts. } In ch'y.

Be it remembered that heretofore, to wit, on [the] 20th day of May, 1822, the complainant, by his counsel, filed his bill in chancery in the clerk's office of said court, which is as follows, viz:

To the honorable the judges of the general court in chancery sitting:

Humbly complaining, sheweth to your honors your orator, William Willis, a citizen of the State of Kentucky, that on the 28th day of March, 1783, a certain John Gill made an entry in the office of the proper surveyor of the county where the land hereafter described then laid, 1,273 acres of land on the north side of the Beech fork of Salt river, in the present county of Washington, in the words and figures following, to wit:

March 28th, 1783, John Gill enters, &c., an attested copy is here exhibited as a part of this bill; your orator is advised and charges, that the s'd entry is special and valid, and has been surveyed according to law, and the terms of location, that on the 27th day of July, 1786, a grant issued, from the Commonwealth of Virginia to the said John Gill, for the said land, which is also made a part of this bill, bearing date the day and year aforesaid; your orator further states, that he is advised, and believes, that the title of said Gill *to* the legal, and equitable, to 500 acres of said land, was afterwards, by regular sale and conveyance, for a valuable consideration, vested in a certain Thomas Gash, by deed made by commissioners legally appointed for that purpose, and bearing date the 4th October, 1797; an attested copy of which is here made a part of this bill; that said Gash, by deed of bargain and sale, conveyed on the day of said 500 acres of said land, to Samuel Lowe, George Miller, and William Peter; that Samuel Lowe afterwards, on the day of conveyed 63 acres of his share of said land to your orator, the said Lowe, Miller, and Peter, having previously deeded the said 500 acres between them; that by virtue of his claim so derived, and in consequence thereof, your orator settled on said land, and made lasting and valuable improvements; your orator further states, that a certain Daniel Brodhead, on the 28th day of Oct., 1783, made two entries with the proper surveyor, one for 3,000 acres of land, and the other for 1,400 acres of land, and making in the whole 4,400 acres, in the words and figures following, to wit:

Daniel Brodhead enters 3,000 acres, &c., and Dan'l Brodhead enters 1,400 acres, &c., attested copies of which entries, bearing date the day and year aforesaid, and here shewn to the court as a part of this bill; your orator is advised, and charges, that the entries are vague, and uncer-

tain, indefinite, and void, and that the same have been illegally and fraudulently surveyed, so as to include the land, or messuage part thereof, claimed and occupied by y'r orator as afs'd; together with a considerable part of the afs'd land, granted by patent to s'd Gill; that the s'd Brodhead has obtained a patent also for the same, bearing date the day of prior in date to that of the s'd Gill; that a certain William F. Taylor, of the State of South Carolina, pretended to be vested with the legal title to the said tract of 4,400 acres of land, regularly from Brodhead, of the day of brought an action of ejectment in the court against your orator, as tenant in possession of the aforesaid tract of sixty-three acres of land; and at the January term of this honorable court, in the year 1818, recovered a judgment therefor; and your orator is apprehensive that his representatives, or agents, will dispossess him of the said land, regardless of the superior equitable title of this compl't, and without making compensation for the lasting and valuable improvements on the said land, unless speedily prevented by the interposition of this honorable court; that the said William F. Taylor, some time since, departed this life, and if he left any heirs capable of taking his estate, they are non-residents of this State, and unknown to your orator. He would further represent, that since the said judgment in ejectment was recovered, he has been informed, and believes, that the said Taylor was, at the time he obtained the patent of the Commonwealth of Virginia under which he claims, and ever since till his death, an alien, and in no manner capable of holding lands in the said Comm'th, or this State, and never had actual seisen of the said land, or any part thereof; and he avers that he never had notice of the facts, that the said Taylor was an alien, and incapable of holding lands, until some time after the said judgment in ejectment; y'r orator further states, that he has understood that one Samuel Savage, of the State of Tennessee, holds out and pretends that he [is] s'd Taylor's devisee in said land, and sued out a writ of scire facias, to have an execution on said judgment, and obtained a judgment for an execution at the last January term of this court, and will sue out a writ of habere facias possessionem, unless prevented by the interference of this court; he further states, that an execution has issued ag'st him for the costs, which he has replevied, and prays the said bond for costs, as well as the judgment for land enjoined; y'r orator avers, that he has discovered, since the rendition of this judgment in ejectment, that one William Tinney obtained a patent for said land, elder in date *that* that under which said Taylor claims, and he insists, and relies on the elder patent of s'd Tinney in bar to the pretended right of said Taylor or his representatives, to the possession of the said land; all which actings and doings, &c.; in tender consideration, &c.; to the end, therefore, that the unknown heirs of the said William F. Taylor, and the said Savage, be made defendants to this bill, and may true and perfect answers make to all and singular the allegations hereof, as fully and completely as if they were again repeated and interrogated, that by a decree of this court, the said judgment in ejectment may be perpetually enjoined, that the said def's may be compelled to relinquish

and convey to this comp't the above mentioned tract of 63 acres of land; and that your orator may have such other and further relief, as the nature and equity of the case may require, may it please the court to grant to y'r orator the Comm'th's writ of subpœna, with injunction, &c., to be directed, &c.; commanding, &c.; and your orator will pray, &c.

J. M. FORBES, *Att'y for com'plts.*

I do hereby release all errors in the judgment and proceedings at law, prayed to be enjoined in the foregoing bill. Witness my hand and seal, this 15th day of March, 1822.

WILLIAM WILLIS. [L. S.]

Teste: JOHN POPE.

COMMONWEALTH OF KENTUCKY, *Washington county, to wit:*

This 19th day of March, 1822, the within compl't, William Willis, came before me the undersigned, a justice of the peace in and for the Commonwealth and county afs'd, and made oath that the matters and things stated in the above and foregoing bill, so far as they are stated to be by his own knowledge are true, and what is stated to be derived from information of others, he believes to be true.

Given under my hand and seal on the day and year aforesaid.

WALTER HAMILTON, *J. P. W. C.*

STATE OF KENTUCKY, *sct:*

The clerk of the general court will issue a spa. with injunction, agreeably to the prayer of the within bill, upon compl't executing bond in the clerk's office, with Abner Short his security in the penalty of five hundred dollars, conditioned as the law directs.

Given under my hand this 11th 1812.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a general court begun and held on the 14th of August, 1823, the following order was made, viz:

William Willis, compl't,
against
The unknown heirs of William F. Taylor, dec'd. } In eject.

This day came the compl't, by his counsel, and it appearing to the satisfaction of the court, that the said def'ts are not inhabitants of this Commonwealth, and on motion of said compl't, leave is given him to file a supplement bill, which is filed accordingly; it is therefore considered by the court, that unless the said def'ts do appear here, on or before the first day of our next term, and answer the original bill and supplemental the same will be taken for confessed, and the matters thereof decreed; and it is further ordered, that a copy of this order be published in one of the newspapers printed in the town of Frankfort, for two months successively, and the cause is continued until the next term. The following is the supplemental bill, viz:

To the honorable judges of the general court in chancery sitting:

Your orator, William Willis, by way of amendment and supplement to his original bill filed herein, against the unknown heirs of William F. Taylor, dec'd, would respectfully represent: that on 20th January, 1784, a certain William Tinney, made the following entry with the surveyor of the proper county: William Tinney enters 10,000 acres, upon a treasury warrant, &c. (Here insert it as per copy herewith filed, as a part of this bill, marked Z.) That afterwards, to wit, on the 15th March, 1784, he made the following amendment thereto in the office of the surveyor: William Tinney amends his entry of 10,000 acres, that begins, &c.—(insert the balance.) (A copy of which amendment is herewith filed as a part of the amended bill, marked Y, bearing date the day and year aforesaid.) That, on the 16th of March, in the year aforesaid, the s'd Tinney caused the same to be surveyed according to law, as will more satisfactorily appear by a copy of the survey of surveyor's report, herewith filed as a part of this bill, marked X.

Your orator further states and charges, that the said entry and amendment is special and precise in the calls for objects on the ground; and that the objects called for are, and then were, of general and sufficient notoriety in their neighborhood, and could have been found, by any subsequent inquirors, with ease and readiness, at the date of the entry. That the said survey was made strictly pursuant to the aforesaid calls in the amended entry. That on the 19th day of May, 1786, the said land, specified in the said entry and survey, and included thereby, was granted by the court of Virginia to the said Tenney by letters patent of the said commonwealth, a copy of which is here shewn to the court, bearing date the day and year last aforesaid, marked V. That your orator had a claim upon said land as set forth in his original bill, but judgment in ejectment therefor was obtained against him nevertheless, as will more at large appear by the original bill. That since the said judgment in ejectment, and since the filing of the original bill herein, your orator has purchased in the claim of Tinney, from a certain Joel Post and James B. Clark, who were the legal and equitable proprietors thereof; all of which will more fully appear by reference to deeds of conveyance, filed herewith, marked S, T, W, and made a part of this bill. Your orator is advised, and believes, that he thereby acquired the legal as well as the equitable title to said land, and that the said heirs of W. F. Taylor have no title whatever in or to the said land.

In tender consideration, &c.: to the end, therefore, that the said unknown heirs may true and perfect answers make, to all and singular of the above allegations; that the relief prayed for in the original bill may be decreed, and a perpetual injunction to the aforesaid judgment in ejectment, and that your orator may have such other and further relief as the nature and equity of his case may require.

JAS. W. FORBES, *for Compl't's.*

The following are the exhibits referred to in the foregoing amended bill, to wit:

Exhibit Z.

January 20th, 1784.

William Tinny enters 10,000 acres upon a treasury warrant, No. 18,693, beginning at the mouth of Long Lick creek, being the creek that Powell's trace goes up after crossing Chaplain's fork, the first time from the falls to Harrodsburg, to run up the said creek, and up the Beech fork to include the quantity.

A copy—test: JON. M. FOSTER, *Reg. L. Off.*
By JAMES Y. LOVE, *Dep. Reg.*

March 15th, 1784.

William Tinny amends his entry of 10,000 acres, that begins at the mouth of Long Lick creek, entered the 20th January, 1784, as followeth: instead of the beginning of the said entry mentioned, to begin at the north corner of Benjamin Moody's 1,800 acre survey, that joins this 3,000 acre survey, on the fork of the Beech fork and the Long Lick creek, being a large poplar and beech on the south bank of the said creek, opposite to a small drain running in on the north side of the said creek; thence along the said Moody's line, S. 14° W., about 850 poles, to the southeast corner of his 1,800 acre survey; thence along another line west, to his 3,000 acre survey; thence with a line thereof, S. 14° W., to the Beech fork; thence up the Beech fork, and from the said beginning, up Powell's trace [for] quantity.

A copy—test: JNO M. FOSTER, *Reg. L. Off.*
By JAMES Y. LOVE, *D. Reg.*

Exhibit X.

Surveyed for William Tenny 10,000 acres of land in Jefferson county, by virtue of a Treasury warrant, No. 18,693, beginning on the south side of Long Lick creek, at a poplar and beech, being the N. E. corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to white oak, sugar tree, and beech, on the bank of Beech fork; thence up the meanders of said fork, and bounding therein 4,512 poles, to a white oak and hickory at the mouth of a small drain; thence N. 1,220 poles, to a beech; thence N. 45 W., 80 poles, to three beeches, corner to Buford's 2,000 acre survey; thence with his line, S. 85 W., 386 poles, to a poplar and beech, corner to said survey; thence N. 37 W., 620 poles, to the beginning.

March 16th, 1784.

[For plat see original.]

BEN. PATTON, *D. S.*
GEO. MAY, *S. G. C.*

Scale 400 poles per inch.

A copy—teste:

J. M. FOSTER, *Reg. L. Off.*
By J. J. LOOFBOURROW, *D. Reg.*

Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, to all to whom these presents shall come, greeting:

Know ye, that by virtue and in consideration of a land office treasury warrant, No. 18,693, and issued the 14th day of August, 1783, there is granted, by the said Commonwealth, unto William Tinney, assignee of Michael Ryon, a certain tract or parcel of land containing ten thousand acres by survey, bearing date the 16th day of March, 1784, lying and being in the county of Jefferson, and bounded as followeth, to wit: beginning on the south side of Long Lick creek, at a poplar and beech, being the northeast corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to a white oak, sugar tree, and beech, on the bank of Beech fork; thence up the meanders of said fork, and bounding therein 4,512 poles, to a white oak and hickory, at the mouth of a small drain; thence north 1,220 poles, to a beech; thence N. 45 west, 80 poles, to three beeches, corner to Buford's 2,000 acre survey; thence with his line, S. 85 west, 386 poles, to a poplar and beech, corner to said survey; thence N. 57 W., 620 poles, to the beginning, with its appurtenances; to have and to hold the said tract or parcel of land, with its appurtenances, to the said William Tinney and his heirs forever.

In witness whereof, the said Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, hath hereunto set his hand, and caused the lesser seal of the said Commonwealth to be affixed, at Richmond, on the 19th day of May, 1806, and of the Commonwealth the tenth.

P. HENRY.

A copy—test:

JNO. M. FOSTER, *Rej. L. Off.*
By JAMES Y. LOVE, *Dep. Rej.*

This indenture, made this 24th day of May, 1823, by and between Joel Post and James B. Clark, of the city and State of New York, by Paul C. Booker, their attorney in fact, so constituted by a letter of attorney, by them executed to the said Booker, under date the 21st day of January, 1823, and recorded in the Washington county court, clerk's office, together with the several certificates of proofs and authentication, of the one part, and William Willis, of the county of Washington, and State of Kentucky, of the other part—witnesseth: that whereas the said Booker, as attorney as aforesaid, having compromised, on behalf of said Post and Clark, with a certain Thomas Gash, for the benefit of said William Willis, the said Willis claiming title under said Gash, who is desirous of greeting said Willis' title in and to sixty-three acres of land, part of John Gill's twelve hundred and seventy-three acre patent, under whom said Gash derived title; and also covered by William Tinney's ten thousand acre patent, under which the said Post and Clarke claim title to said sixty-three acres of land, which is situate in Washington county, Kentucky, on May's creek, and bounded as followeth: Beginning at two beech trees, Gill's S. E. corner, S. 85½ W., 98 poles, to a hickory and beech; thence N. 1° W., 44 poles, to a beech on a branch;

thence up the same to a stone, N. 2° W., 36½ poles, to a stone; thence N. 89 E., 42 poles, to a stone; thence S. 3½ E., 148 poles, to the beginning.

This indenture witnesseth, that for, and in consideration of, nine shillings per acre, to the said Booker, as attorney as aforesaid, to be paid by the said Gash, the said Booker, as attorney as aforesaid, do, by these presents, convey to the said William Willis all their right, title, and interest, which the said Post and Clark *has* in and to the said sixty-three acres of land; to have and to hold the said described tract of land to his, the said William Willis', proper [use,] to him and his heirs forever; and the said Clarke and Post, by their said attorney, do warrant and forever defend the title of said land from themselves, or either of them; but from no other person or persons whatever.

In testimony whereof, I have hereunto affixed my hand and seal, as attorney as aforesaid, but not in any other way or event binding myself individually, this the date first written.

JOEL POST, and
JAMES B. CLARKE, [SEAL.]
By PAUL J. BOOKER, *their attorney.*

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this indenture was acknowledged before me, in my office, by the within named Paul J. Booker, attorney in fact, for Joel Post and James B. Clarke, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereunto set my hand, this 7th day of June, 1823.

JOHN HUGHS, *C. W. C.*

And afterwards, at a court continued [and] held on the 18th day of August, 1826, the following order was made viz:

William Willis, complainant,
against
Wm. F. Taylor's heirs and others, defts., whose names are unknown. } In chancery.

This day came the complainant, by his counsel, and it appearing to the satisfaction of the court, that Samuel Savage, and the unknown heirs of Wm. F. Taylor, deceased, are not inhabitants of this Commonwealth, and they having failed to appear and answer the complainant's bill, it is therefore ordered *therefore*, that unless the said defendants do appear here, on or before the first day of the next term of this court, and answer the complainant's bill herein, the same will be taken for confessed against them, and the matters thereof decreed.

And it is further ordered, that a copy of this order be published, in some authorized newspaper, printed in Frankfort, for two months successively. And the cause is continued until the next term.

The undersigned, printer of the Commentator, an authorized news-

paper, by an act of Jan. 17th, 1817, published at Frankfort, in the State of Kentucky, doth hereby certify, that a copy of a certain order of the general court, of August term, 1826, appointing a day for the appearance, in the case of William Willis, complainant, in chancery, against William F. Taylor's heirs, &c., defendants, was published in said Commentator, of the 23d of September, 1826, and continued for two months successively; and that the printed paper, hereto annexed, is a copy of the said order, as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th of August, 1827, it being the day and year first herein written, the following decree was entered, viz:

William Willis, complainant,
against
Wm. F. Taylor's heirs, &c., defendants. } In chancery.

This day came the complainant, by his attorney, and the defendants having failed to answer the complainant's bill, and the order of publication made in this cause, at the August term, 1826, having been published for two months successively, in the public newspaper called the Commentator, published in Frankfort, commencing on the 23d day of Sept., 1826, as appears by the certificate of the editor of said newspaper, filed with the clerk of this court, on the 9th day of January, 1827. It is therefore ordered, that the bill and amended bill of the complainants be, and the same is hereby taken as confessed by said defendants. Whereupon, the cause came on to be heard on the bill and exhibits; and, on consideration, it is ordered and decreed, that the defendants be perpetually enjoined from proceeding on the judgment in ejectment mentioned in this bill, and that they release *and that they release* to the complainant, by deed, with special warranty, the land mentioned in the bill, on or before the first day of the next term. And it is further decreed and ordered, that the defendant pay the costs of the complainants, his costs herein expended.

The following is the injunction bond, viz:

Know all men by these presents, that we, William Willis and Abner Short, are held and firmly bound unto Wm. F. Taylor, or his representatives, in the just and full sum of $500; for the true payment whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents.

Sealed and dated this 20th day of May, 1822.

The condition of the above obligation is such, that whereas the above bound William Willis hath prayed for and obtained an injunction, staying all further proceedings upon a judgment at law, obtained against him in the general court, by the above named William F. Taylor, in an action of ejectment and costs, until the matter thereof shall be heard in equity: Now, if the said William Willis and Abner Short, or either of them, shall well and truly satisfy the costs, and all costs and dama-

ges that shall be awarded against him in the injunction aforesaid, in case the same shall be dissolved in whole or in part, then this obligation to be void, else to remain in full force and virtue.

Test: WILLIAM WILLIS, [L. S.]
ABNER SHORT. [L. S.]

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seventeen pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein William Willis is complainant, and William F. Taylor, heirs, and others, are defendants, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the seal of said court, at office, this 10th of March, A. D. 1841.
[L. S.]
A. H. RENNICK, *C. G. C.*

COMM'TH OF KY., *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennech was, at the date of his above certificate, and still is, the clerk of s'd court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, A. D. 1841.

MASON BROWN. [SEAL.]

A. Short vs. W. F. T.'s heirs.

STATE OF KENTUCKY, *sct:*

Pleas held before honorable Henry Pertle, one of the judges of the general court, at the capital in the town of Frankfort, on the 17th day of August, 1827, and in the year of the commonwealth.

Abner Short, complainant,
against
William F. Taylor's heirs and others, def'ts. } In chancery.

Be it remembered, that heretofore, to wit, on the 20th day of May, 1822, the complainant, by his counsel, filed his bill in chancery in the clerk's office of the court af'sd, which is as follows, viz:

To the honorable the judges of the general court, in chancery sitting:

Humbly complaining, sheweth to your honors your orator, Abner Short, a citizen of the State of Kentucky, that on the 28th day of March, 1783, a certain John Gill made an entry in the office of the proper surveyor of the county, wherein the land hereafter described then laid, for 1,273 acres of land on the north side of the Beech fork of Salt river, in the present county of Washington, in the words and figures following, to wit:

March 28th, 1783, John Gill enters, &c., an attested copy of which is here exhibited, and made a part of this bill; your orator is advised and charges that the said entry is special and valid, and has been surveyed according to law and the terms of the location; that on the 27th day of July, 1786, a grant issued from the commonwealth of Virginia to the said John Gill, for the said land, which is also made a part of this bill, bearing date the day and year aforesaid. Your orator further states that he is advised and believes, that the title of said Gill, both legal and equitable, was afterwards by regular sale and conveyance, for a valuable consideration, vested in a certain Archibald Billad and Thompson, by deed made by commissioners legally appointed for that purpose, and bearing date the 4th day of October, 1797, an attested copy of which is made a part of this bill; that Ballad conveyed 200 acres, a part of his share of said land, to Thomas Jones, who conveyed the same to your orator; that by virtue of his claim so derived, and in consequence *of* thereof, your orator settled on said land, and made lasting and valuable improvements thereon. Your orator further states that a certain Daniel Brodhead, on the 28th day of October, 1783, made two entries with the proper surveyor, one for 3,000, and the other for 1,400 acres of land, and making in the whole 4,400 acres, in the words and figures following, to wit:

Daniel Brodhead enters 1,400 acres, &c., attested copies of which entries, bearing date the day and year last aforesaid and here shown to the court as a part of this bill. Your orator is advised and charges that the entries are vague and uncertain, indefinite and void, and that the same have been illegally and fraudulently surveyed, so as to include the land claimed and occupied by your orator as aforesaid, together with a considerable part of the aforesaid land granted by patent to said Gill; that the said Brodhead has obtained a patent also for the same, bearing date day of prior in date to that of said Gill; that a certain late of the State of South Carolina, pretending to be vested with the legal title to the said tract of 4,400 acres of land, regularly deeded from said Brodhead on the day of , through an action of ejectment in this court against y'r orator, a tenant in possession of the afsd. tract of acres of land; and at the January term of the honorable court, in the year 1818, reversed a judgment therefor; and your orator is apprehensive that his representatives or agents will dispossess him, regardless of the superior and equitable title of the compl't, and without making compensation for the lasting and valuable improvements on the said lands, unless speedily prevented by the interference of this honorable court; that the said William F. Taylor some time since departed this life, and if he left any heirs capable of taking his estate, they are non-residents of this State, and unknown to your orator. He would further represent, that since the said judgment in ejectment was recovered, he has been informed and believes, that the said Taylor was, at the time of the patent of the Commonwealth, under which he claims, and ever since until his death, an alien, and in no manner capable of holding land in said Commonwealth of this State, and never had actual

seizen of the said land, or any part thereof; and he avers, that he never had notice of the fact that the said Taylor was an alien and incapable of holding land, until some time after the said judgment in ejectment. Your orator further states, that he has understood that one Savage, of the State of Tennessee, holds out and pretends, that he was devisee of said Taylor in said land, and has sued out a writ of scire facias to have an execution on said judgment, and obtained a judgment for execution at the last January term of this court; and will sue out a writ of habere facias possessionem, unless prevented by the interference of this court. He further states, that an execution has issued against him for the costs, which he has replevied, and prays the said bond for costs as well as the judgment for land enjoined. Your orator avers, that he has [discovered] since the rendition of the judgment in ejectment, that one William Tinney obtained a patent for said land elder in date than that under which said Taylor claims; and he insists, and relies on the elder patent of said Tinney, in bar to the pretended right of said Taylor, or his representatives, to the possession of said land. All of which actions and doings, &c., in tender consideration, &c.; to the end, therefore, that the unknown heirs of said William F. Taylor and the said Savage be made defts. to this bill, and may true and perfect answers make to all and singular the allegations hereof, as fully and as completely as if they were again repeated and interrogated; that by a decree of this court, the said judgment in ejectment may be perpetually enjoined; that the said defts. may be compelled to relinquish and convey to the complts. the above mentioned tract of 36 acres of land; and that your orator may have such other and further relief, as the nature and equity of the case may require.

May it please the court to grant to your orator the Commonwealth's writ of subpœna, with injunction, &c., to be directed, &c.; and your orator will pray, &c.

J. W. FORBES,
Att'y for Compl't.

I do hereby release all errors in the judgment and proceedings at law prayed to be enjoined in the foregoing bill.

Witness my [hand] and seal, this 15th day of March, 1822.

ABNER SHORT. [SEAL.]

THE COMMONWEALTH OF KENTUCKY,
Washington county, to wit:

This day of March, 1822, the within complt. Abner Short, came before me, the undersigned, a justice of the peace in and for the Commonwealth and county afsd, and made oath that the matters and things stated in the above and foregoing bill, so far as they are stated to be of his own knowledge, are true; and what to be derived from information, he believes to be true.

Given under my hand and seal, on the day and year afsd.

WALTER HAMILTON, *J. P.* [SEAL.]

STATE OF KENTUCKY, *Washington county, sct:*

The clerk of the general court is directed to issue a subpœna, with injunction, agreeable to the prayer of the within bill, upon complt. executing bond in his office, with William Willis, his security, in the penalty of $500, conditioned as the law directs.

Given under my hand, this 11th day of May, 1822.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a court continued and held as afsd., on the 14th of August, 1823, the following order was made, viz:

Abner Short, complt.
against
The unknown heirs of Wm. F. Taylor, dec'd, def'ts. } In chancery.

This day came the compl't by his counsel, and on motion, it is ordered that leave be given him to file a supplemental bill herein, which is filed accordingly; and it appearing to the satisfaction of the court that the defts. are not inhabitants of this Commonwealth, and they having failed to appear and answer agreeable to law and the rules of this court; therefore, on motion of the complt., it is ordered, that unless the said defts. do appear here on or before the first day of our next term, and answer the original bill and supplemental bill in this cause, the same will be taken against them for confessed, and the matters thereof decreed; and it is further ordered, that a copy of this order be published in one of the authorized newspapers printed in the town of Frankfort, for two months successively; and the cause is continued until the next term.

And afterwards, at a court continued and held afsd. on the 18th August, 1826, the following order was made, to wit:

Abner Short, complt.
against
The unknown heirs of Wm. F. Taylor and others, defts. } In chancery.

This day came the complt. by his attorney, and it appearing to the satisfaction of [the] court *that the court* that the defts., *are not* Samuel Savage and the unknown heirs of Wm. F. Taylor, dec'd, are not inhabitants of this Commonwealth, and they having failed to enter their appearance herein, agreeable to law and the rules of this court; therefore, it is ordered, that unless the said defts. do appear here on or before the first day of our next term, and answer the complt's bill, the same will be taken for confessed against them, and the matters thereof decreed; and it is further ordered, that a copy of this order be published in some authorized newspaper printed in the town of Frankfort, for two months successively; and the cause is continued until next term.

The undersigned, printer of the "Commentator," an authorized newspaper (by an act of Jan. 17, 1817,) published at Frankfort, in the State of Kentucky, doth hereby certify, that a copy of a certain order of the general court of August term, 1826, appointing a day for the appearance

of absent defts. in the case of Abner Short, complt. in ch'y ag'st the unknown heirs of Wm. F. Taylor, &c., defts., was published in the said Commentator of the 23d of Sept., 1826, and continued for two months successively; and that the printed paper hereto annexed is a copy of the said order as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th August, 1827, it being the day and year aforesaid, the following decree was entered in this cause, to wit:

Abner Short, complainant,
against
Wm. F. Taylor's heirs, &c., defendants. } In chancery.

This day came the complainant, by his attorney, and the defendants having failed to answer the complainant's bill, and the orders of publication made in this cause at the August term, 1826, having been published for two months successively in the public newspaper called the Commentator, published in Frankfort, commencing the 23d day of September, 1826, as appears by the certificate of the editor, *published in Frankfort, commencing the 23d day of Sept.*, 1826, *as appears by the certificate of the editor* of said newspaper, filed with the clerk of the *this* court on the 9th day of January, 1827; it is therefore ordered, that the bill and amended bill of the complainant be, and the same [is] hereby, taken as confessed by said defendants. Whereupon, the cause came to be heard upon the bills and exhibits; and on consideration, it is ordered and decreed, that the defendants be perpetually enjoined from proceedings in the judgment in ejectment mentioned in the bill, and that they release to the complainants by deed, with special warranty, the land mentioned in the bill, on or before the first day of the next term. And it is further decreed and ordered, that the defendants pay to the complainants his costs herein expended.

Know all men by these presents, that we, Abner Short and William Willis, are held and firmly bound unto William F. Taylor, or his representatives, in the just and full sum of $500; for the true payment whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents; sealed with our seals, and dated this 20th day of May, 1822.

The condition of the above obligation is such, that whereas the above bound Abner Short hath prayed for, and obtained an injunction staying all further proceedings upon a judgment at law, obtained against him in the general court by the abovenamed Wm. F. Taylor, in an action of ejectment and costs, &c., until the matter shall thereof be heard in equity; now, if the said Abner Short and William Willis, or either of them, shall well and truly satisfy and pay the costs, and all costs and damages that shall be awarded against him in the injunction aforesaid, in case the same shall be dissolved in whole or in part, then this obligation to be void; else to remain in full force and virtue.

Teste: ABNER SHORT, [SEAL.]
WILLIAM WILLIS. [SEAL.]

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing nine pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein Abner Short is complainant, and Wm. F. Taylor, heirs, &c., are defendants, as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof, I have hereto set my hand and affixed the seal of the said court at office, this 10th day of March, 1841.

A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State of Kentucky, do hereby certify, that the above named A. H. Rennick, was at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

M. Stallcup, vs. Wm. F. Taylor's heirs.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable Henry Pertle, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 17th day of August, 1827, and in the year of the Commonwealth.

Margaret Stallcup, complainant, against William F. Taylor's heirs, and others whose names are unknown, defendants. } In chancery.

Be it remembered, that heretofore, to wit, on the 20th day of August, 1822, the complainant, by his counsel, filed in the clerk's office of the court aforesaid, his bill in chancery, which is as follows, to wit:

To the honorable judges of the general court in chancery sitting: humbly complaining, sheweth to your honors, your orator, Margaret Stallcup, a citizen of the State of Kentucky, that on the 28th day of March, 1783, a certain John Gill made an entry in the office of the proper surveyor of the county where the land hereinafter described then laid, for 1,273 acres of land on the north side of the Beach fork of Salt river, in the present county of Washington, in the words and figures following, to wit:

March 28th, 1783, John Gill enters, &c.—an attested copy is here exhibited as a part of this bill. Your orator is advised, and charges that the said entry is special and valid, and has been surveyed according to law and the terms of location; that on the 27th day of July, 1786, a

grant issued from the Commonwealth of Virginia to the said John Gill for the said land, which is also made a part of this bill, bearing date the day and year aforesaid. Your orator further states, that he is advised and believes that the title of the said Gill, both legal and equitable, was afterwards, by regular sale and conveyance, for a valuable consideration, vested in a certain Thomas Gash, by deed made by commissioners legally appointed for that purpose, and bearing date the 4th day of October, 1797—an attested copy of which is here made a part of this bill; that *Gash*, *Billad*, and Thompson, conveyed the same to Richard Berry and Franklin Berry, who conveyed 225 acres of said land to Stallcup, husband of your oratrix, that her husband has departed this life intestate, leaving your oratrix, his widow, in possession of said land, and entitled to dower therein. Your orators Henry Stallcup, George Stallcup, Elizabeth Stallcup, Jane Stallcup, and Stallcup, wife of Emmer Stallcup, and Hannah Stallcup, heirs and legal representatives. That by virtue of his claim so derived, and in consequence thereof, your orator settled on said land, and made lasting and valuable improvements thereon. Your orator further states, that a certain Daniel Broadhead, on the 28th of October, 1783, made two entries with the proper surveyor—one for 3,000 acres of land, and the other for 1,400 [acres] of land, and making, in the whole, 4,400 acres—in the words and figures following, to wit: Daniel Broadhead enters 3,000 acres, &c.—Daniel Broadhead enters1, 400 acres, &c., attested copies of which entries bearing date the day and year last aforesaid, and here shewn to the court as a part of this bill. Your orator is advised and charges that the entries are vague and uncertain, indefinite and void, and that the same has been illegally and fraudutently surveyed, so as to include the land claimed and occupied by your orator as aforesaid, together with a considerable part of the aforesaid land granted by patent to said Gill; that the said Broadhead has obtained a patent also for the same, bearing date the day of , prior in date to that of the said Gill; that a certain William F. Taylor, then a citizen of the State of South Carolina, pretending to be vested with the legal title to the said tract of 4,400 acres of land, regularly derived from said Broadhead on the day of brought an action of ejectment in this Commonwealth against your orator, a tenant in the possession of the said tract of land acres, and at the January term of this honorable court, in the year 1818, recovered a judgment therefor. And your orator is apprehensive that his representatives or agents will dispossess him of the said land, regardless of the superior equitable title of this complainant, and without making compensation for the lasting and valuable improvements on the said land, unless speedily prevented by the interference of this honorable court. That the said William F. Taylor some time since departed this life; and if he left any heir capable of taking his estate, they are non-residents of this State, and unknown to your orator. He would further represent, that since the said judgment in ejectment was recovered, he has been informed and believes that the said Taylor was, at the time of the said patent of the Commonwealth of Virginia, under which he claims, and ever since, until his

death, an alien, and in no manner capable of holding land in the said Commonwealth in *of* this State, and never had actual seizen of the said land, or any part thereof; and he avers that he never had notice of the fact that the said Taylor was an alien and incapable of holding land, until some time after the said judgment in ejectment. Your orator further states, that he has understood that one Savage of the State of Tennessee, holds out and pretends that he is said Taylor's devisee of said land, and has sued out a writ of scire facias, to have execution on said judgment, and obtained a judgment for an execution at the last January term of this court, and will sue out a writ of habere facias possessionem, unless prevented by the interposition of this honorable court. He further states, that an execution has issued against him for the costs, which he has replevied, and prays the said bond for costs, as well as [the] judgment for the land enjoined. Your orator avers that he has discovered, since the rendition of the judgment in ejectment, that one William Tinney obtained a patent for said land, elder in date than that under which the said Taylor claims, and he insists and relies on the elder patent of said Tinney's in bar to the patented right of said Taylor or his representatives, to the possession to the said land; all which actions and doings, &c., in tender consideration, &c.; to the end therefore that the unknown heirs of the said William F. Taylor and the said Savage, be made defendants to this bill, and may true and perfect answers make to all and singular the allegations hereof as fully and completely as if the same was here again repeated and interrogated; that by a decree of this court the said judgment in ejectment may be perpetually enjoined, that the said defendants may be compelled to relinquish and convey to the complainants the above mentioned tract of acres of land, and that your orator may have such other and further relief, as the nature and equity of the case may require. May it please the court to grant to your orator the Commonwealth's writ of subpœna, with injunction, &c., to be directed, &c.; and your orator will pray, &c.

J. W. FORBES, *Att'y for Complainants.*

I do hereby release all errors in the judgment and proceedings at law, prayed to be enjoined, *to be enjoined* in the foregoing bill.

Witness my hand and seal, this 18th day of March, 1822.

her
MARGARET ⋈ STALLCUP. [SEAL.]
mark

Teste: JOEL HALL.

COMMONWEALTH OF KENTUCKY,
Washington county, to wit:

This 18th day of March, 1822, the within complainant, Margaret Stallcup, came before me, the undersigned, a justice of the peace in and for said county and Commonwealth aforesaid, and made oath that the matters and things stated in the above and foregoing bill, so far as they

are stated to be of his own knowledge, are true, and so far as derived from information, he believes to be true.

Given under my hand and seal, on the day and year aforesaid.

WILLIAM NOEL, *J. P.* [L. S.]

STATE OF KENTUCKY, *Washington county, sct:*

The clerk of the general court will issue a spa. with injunction agreeably to the prayer of the within bill, upon the complainant executing bond in your office, with William Willis, his security, in the penalty of $500, conditioned as the law directs.

Given under my hand this 11th May, 1822.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a court continued and held as aforesaid, on the 14th of August, 1823, the following order was made:

Margaret Stallcup, complainant,
against
The unknown heirs of Wm. F. Taylor, dec'd, defendants. } In chancery.

This day came the complainant, by her counsel, and on her motion leave is given her to file a supplemental bill, which is filed accordingly; and it appearing to the satisfaction of the court that the defendants are not inhabitants of this Commonwealth, and they having failed to appear and answer agreeable to law, and the rules of this court; therefore on motion of said complainant, it is ordered that unless the said defendants do appear here on or before the first day of our next term, and answer the original bill and supplemental bill, the same will be taken for confessed, and the matters thereof decreed; and it is further ordered, that a copy of this order be published in one of the authorized newspapers printed in the town of Frankfort, for two months successively, and the cause is continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 18th day of August, 1826, the following order was made:

Margaret Stallcup, complainant,
against
Wm. F. Taylor's heirs, and others, defendants. } In chancery.

This day came the complainant, by her counsel, and it appearing to the satisfaction of the court that the defendants Samuel Savage and the unknown heirs of Wm. F. Taylor, deceased, are not inhabitants of this Commonwealth, and they having failed to enter there appearance herein agreeably to law and the rules of this court; therefore, it is ordered, that unless the said defendants do appear here on or before the first day of our next term and answer the complainant's bill, the same will be taken for confessed against them, and the matters thereof decreed; and it is further ordered, that a copy of this order be published in some authorized newspaper printed in the town of Frankfort, for two months successively, and

the cause is continued until the next term. The undersigned, printer of the Commentator, an authorized newspaper, by an act of January 17, 1817, published at Frankfort, in the State of Kentucky, doth hereby certify, that a copy of a certain of the general court of August term, 1826, appointing a day for the appearance of absent defendants in the case of Margaret Stallcup, complainant in chancery, against the unknown heirs of Wm. F. Taylor, &c., defendants, was published in the said Commentator, of the 23d September, 1826, and continued for two months successively, and that the printed paper hereto annexed is a copy of the said order, as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th day of August, 1827, it being the day first aforesaid, the following decree was entered, to wit:

Margaret Stallcup, complainant,
against
Wm. F. Taylor, heirs, &c., defendants. } In chancery.

This day came the complainant, by her attorney, and the defendants having failed to answer the complainant's bill, and the order of publication made in this cause at the August term, 1826, having been published for two months successively in the public newspaper, called the Commentator, published in Frankfort, commencing on the 23d day of September, 1826, as appears by the certificate of the editor of said newspaper, filed with the clerk of this court on the 9th day of January, 1827; it is therefore ordered, that the bill and amended bill of the complainant be, and the same is hereby, taken as confessed by said defendants; whereupon, the cause came on to be heard upon the bills and exhibits, and on consideration, it is ordered and decreed, that the defendants be perpetually enjoined from proceeding on the judgment in ejectment mentioned in this bill, and that they release to the complainant by deed, with special warranty the lands mentioned in bill on or before the first day of the next term; and it is further decreed and ordered, that the defendants pay the complainant his costs herein expended.

Know all men by these presents, that we, Margaret Stallcup and William Willis, are held and firmly bound unto Wm. F. Taylor, or his representatives, in the just and full sum of $500; for the true payment whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents. Sealed and dated this 20th day of May, 1822.

The condition of the above obligation is such, that whereas the above bound Margaret Stallcup, hath prayed for and obtained an injunction staying all further proceedings upon a judgment at law obtained against her in the general court by the above named Wm. F. Taylor, in an action of ejectment, costs, &c., until the matter thereof shall be heard in equity. Now, if the said Margaret Stallcup and William Willis, or either of them, shall well and truly satisfy and pay costs, and *and* all costs and damages that shall be awarded against her in the injunction aforesaid, in

case the same shall be dissolved in whole or in part, then this obligation to be void; else to remain in full force and virtue.

MARGARET STALLCUP, [SEAL]
By William Willis, her Attorney in fact.
WILLIAM WILLIS, [SEAL.]

Know all men by these presents, that Margaret Stallcup, of the county of Washington, State of Kentucky, do by these presents ordain, constitute, and appoint William Willis, of the county and State aforesaid, my true and lawful attorney, in my name and for me to put, set, subscribe my name to a certain injunction bond obtained by order [of] Judge Booker, in a certain suit in the general court of this State, in Frankfort, commenced in said court by Wm. F. Taylor against me and others, for the land I now live on and occupy.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 16th day of May, 1822.

her
MARGARET ⋈ STALLCUP. [SEAL.]
mark

Witness—ABNER SHORT.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do hereby certify, that the foregoing ten pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein Margaret Stallcup is complainant, against William F. Taylor's heirs, &c., as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the [L. S.] seal of said court, this 9th day of March, 1841.

A. H. RENNICK, *C. G. C.*

STATE OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

S. Savage vs. W. Willis and others.

STATE OF KENTUCKY, *Washington circuit, sct:*

Pleas before the honorable William L. Kelly, late sole judge of the Washington circuit court, at the court house in Springfield, Washington county, Kentucky, on the 17th day of May, 1821.

Parties.

SAMUEL SAVAGE, surviving executor of William F. Taylor, deceased, against WILLIAM WILLIS, guardian to the heirs of Richard McDonald, deceased, and Alexander McDonald. } On petition, &c.

Be it remembered, that, on the 16th day of April, 1821, came here, into the clerk's office of the circuit aforesaid, pl'ff, and filed his peti[ti]on, which is as follows, to wit:

Petition and note.

STATE OF KENTUCKY, *Washington circuit, sct:*

Samuel Savage, surviving executor of William F. Taylor, deceased, plaintiff, states that he holds a note under seal on the defendants, William Willis, guardian to the heirs of Richard McDonald, dec'd, and Alex'r alias Alexander McDonald, his security, in substance, as follows, $414\frac{50}{100}$. On the first day of January, 1820, *Ale.* William Willis, guardian to the heirs of Richard McDonald, dec'd, and Alexander McDonald his security, promise to pay to Samuel Savage, surviving executor of William F. Taylor, dec'd, the just and full sum of four hundred and fourteen dollars fifty cents, value rec'd.

Witness our hand and seals, at Springfield, Washington county, K'y July 21st, 1818.

ALEX'R McDONALD, [SEAL.]
WILLIAM WILLIS. [SEAL.]

Teste: JOHN HUGHES, Jr.

Yet the said debt remains unpaid; wherefore he prays judgment for his debt and damages for the detention of the same, together with his costs, &c.

W. B. BOOKER, *P. q.*

On which petition there issued the following writ, to wit:

Petition—Copy.

STATE OF KENTUCKY, *Washington circuit, sct:*

Samuel Savage, surviving executor of William F. Taylor, deceased, plaintiff, states that he holds a note under seal on the defendants William Willis, guardian to the heirs of Richard McDonald, dec'd, and Alex'r (alias) Alexander McDonald, his security, in substance, as follows: 414 50 on the first day of January, 1820, we, William Willis, guardian to the heirs of Richard McDonald, dec'd, and Alexander McDonald, his security, promise to pay to Samuel Savage, surviving executor of William F. Taylor, deceased, the just and full sum of four hundred and fourteen dollars fifty cents, value received.

Witness our hands and seals, at Springfield, Washington county, K'y, July 21st, 1818.

WILLIAM WILLIS, [SEAL.]
ALEX'R McDONALD. [SEAL.]

Teste: JOHN HUGHES, Jr.

Yet the said debt remains unpaid; wherefore he prays judgment for his debt and damages for the detention of the same, together with his costs, &c.

W. B. BOOKER, *P. q.*

A copy—Teste: JOHN HUGHES, Jr., *C. W. C.*

Summons.

The Commonwealth of Kentucky to the sheriff of Washington county, greeting:

We command you to summon William Willis, guardian to the heirs of Richard McDonald, dec'd, and Alexander McDonald, to appear before the judge of our Washington circuit court, at the court house in Springfield, on the third day of our next May term, to answer the petition of Samuel Savage, surviving executor of William F. Taylor, dec'd, exhibited against them, of which the above is a true copy, and have then there this writ.

Witness John Hughes, jr., clerk of our said court at the court house aforesaid, this 16th day of April, 1821, in the 29th year of the Commonwealth.

JOHN HUGHES, Jr., *C. W. C.*

Sheriff's return.

On which the sheriff made the following return, to wit: executed on the defendants, William Willis and Alexander McDonald, by delivering to each of them a true copy of the within petition and summons.

April 23d, 1821.

J. W. BAINBRIDGE, *D. S.*
For D. CLEAVER, *S. W. C.*

Judgment.

At a circuit court continued and held for the Washington circuit, on the 17th day of May, 1821, this day came the plaintiff, by his attorney, and the defendants having been duly served with a copy of the plaintiff's petition and summons, and they not appearing although solemnly called, it is therefore considered by the court that the plaintiff recover of the said defendants the sum of four hundred and fourteen dollars and fifty cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 1st day of January, 1820, until paid; the debt in the petition mentioned as assets in his hands to be administered, and also his costs by him about his suit in that behalf expended, and said defendant in mercy, &c.

And on the 12th day of June, 1821, there issued on said judgment the following fi. fa., to wit:

The Commonwealth of Kentucky to the sheriff of Washington county, greeting:

We command you, that of the estate of William Willis, guardian to the heirs of Richard McDonald, dec'd, and Alexander McDonald, his security, late of your bailiwick, you cause to be made the sum of four

hundred and fourteen dollars and fifty cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 1st day of January, 1820, until paid, which Samuel Savage, surviving executor of William F. Taylor, deceased, lately in our Washington circuit court, hath recovered against them for debt, as assets in his hands to be administered; also the sum of seven dollars ninety-six cents and five mills adjudged to him for his costs in that behalf expended, whereof the said Willis, guardian as afores'd, and McDonald, are convicted, as appears to us of record; and that you have the said debt, interest, and costs before the judge of our said court, at the court house in Springfield, on the Saturday succeeding the second Monday in August next, to render to the said Savage, executor as aforesaid, and have then there this writ.

Witness John Hughes, jr., clerk of our said court, this 12th day of June, 1821, and in the 30th year of the Commonwealth.

JOHN HUGHES, Jr.

Clerk's endorsement.

On which there is the following endorsement: By order of plaintiff's attorney, either notes on the Bank of Kentucky, or any of its branches, or notes on the Bank of the Commonwealth of Kentucky, or any of its branches, may be received by the officer in discharge of the whole of this execution.

Attest: JOHN HUGHES, Jr., *C. W. C.*

Sheriff's return—come to hand June 15th, 1821.

(Sheriff's return.)

Returned by order of plaintiff's agent.

J. W. BAINBRIDGE, *D. S.*
For D. CLEAVER, *S. W. C.*

The sheriff is hereby directed to return this execution, as it is the intention of *of* plaintiff to give defendants an indulgence of three months.

JAMES BENTLY,
Agent for plaintiffs.

And on the 25th of September, 1821, there issued another fi. fa., to wit:

The Commonwealth of Kentucky, to the sheriff of Washington county, greeting:

We command you, that of the estate of William Willis, guardian to the heirs of Richard McDonald, deceased, and Alex'r, alias Alexander McDonald, his security, late of your bailiwick, you cause to be made the sum of four hundred and fourteen dollars and fifty cents, with interest thereon, to be computed after the rate of six per centum per annum from the second day of January, 1820, until paid, which Samuel Savage, surviving executor of William F. Taylor, deceased, lately in our Washington circuit court, hath recovered against them for debt; also the sum of eight dollars and sixty-seven cents, adjudged to him for his costs in

that behalf expended, whereof the said Willis, guardian as aforesaid, and McDonald, are convicted as aforesaid of record, and that you have the said debt, interest, and costs, before the judge of our said court, at the court house in Springfield, on the Saturday succeeding the 2nd Monday in November next, to render to the said Samuel Savage, surviving executor aforesaid; and have then there this writ.

Witness John Hughes, jr., clerk of our said court, this 25th day of September, 1821, and in the 30th year of the Commonwealth.

JOHN HUGHES, Jr.

On which there is the following endorsement: By *oader* of plaintiff's attorney, either notes on the Bank of Kentucky, or any of its branches, or notes on the Bank of the Commonwealth of Kentucky, or any of its branches, may be received by the officer in discharge of the whole of this execution.

Attest: JOHN HUGHES, Jr., *C. W. C.*

The within is entitled to a credit of two hundred dollars, paid July 4th, 1821, as per receipt given by William B. Booker, atto. for pl'ff, to Lazarus Pierce.

J. W. BAINBRIDGE, *D. S.*
For D. CLEAVER, *S. W. C.*

Sheriff's return.

Come to hand Octo. 2nd, 1821, one negro boy, named Robert, about 22 years of age, given up by the defendants, and sold, and Mathias Flournoy became the purchaser, for the sum of $604. Bonds taken therefor and returned *hrewith.*

J. W. BAINBRIDGE, *D. S.*
For D. CLEAVER, *S. W. C.*

The sale bond taken by the sheriff in this case is in these words: Know all men by these presents, that we, Mathias Flournoy, Leroy Gregory, and John Graves, are held and firmly bound unto Samuel Savage, surviving executor of William F. Taylor, deceased, in the penal sum of five hundred and forty-four dollars; to the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly, severally, and firmly by these presents.

Signed with our hands, and sealed with our seals, this 5th day of November, 1821.

The condition of the above obligation is such, that whereas a writ of fieri facias hath issued from the clerk's office of the Washington circuit court, No. 4,419, in the name of said Savage, executor as aforesaid, against the *the* estate of the heirs of Richard McDonald, in the hands of William Willis, guardian to said heirs, and Alexander McDonald, his security, for the sum of four hundred and fourteen dollars fifty cents debt, interest $45 59½, costs $8 67, credited by two hundred dollars paid July 4th, 1821; also $6 63, the sheriff half commissions, and fifty cents for taking this bond, amounting, in the whole, to $271 90 cts.; said writ hath been levied on one negro boy, named Bob, by J. W.

Bainbridge, D. S., for D. Cleaver, S. W. C., and said boy hath been sold, under said writ, on a credit of three months, and the above bound Flournoy became the purchaser thereof for the sum of six hundred and four dollars. Now, if the said Flournoy, Gregory, and Graves, or either of them, shall well and truly pay unto the said Savage, executor as aforesaid, the said sum of two hundred and seventy-one dollars ninety cents, three months from the date hereof, with lawful interest thereon from this date until paid, then this obligation to be void; else to remain in full force and virtue in law.

M. FLOURNOY, [SEAL.]
LEROY GREGORY, [SEAL.]
JOHN GRAVES. [SEAL.]

Witness:

J. W. BAINBRIDGE, *D. S.*
For D. CLEAVER, *S. W. C.*

On which said bond there is the following credit, 5 Feb., 1822:

Rec. two hundred dollars on this bond, for which sale bond I have this day given M. Flournoy a rec't.

W. B. BOOKER.

STATE OF KENTUCKY, *Washington circuit, ss:*

I, Charles C. Kelly, clerk of the circuit court for the circuit aforesaid, certify, that the foregoing 4 $\frac{1}{18}$ pages contained a full, true, and complete transcript of the record and proceedings had in the suit therein named.

In testimony whereof, I have hereto set my hand, and affixed the seal of said court, at Springfield, this 21st day of April, 1840, and in the 48th year of the Commonwealth. [SEAL.]

C. C. KELLY.

KENTUCKY, *ss:*

I, Samuel Lusk, sole judge of the Washington circuit court, in the 9th judicial district, in the State aforesaid, do hereby certify, that Charles C. Kelly, whose name is affixed to the foregoing certificate, is now, and was when he signed the same, clerk of the said Washington circuit court, and that his said certificate is in due form of law.

Given under my hand this 28th day of April, 1840.

SAMUEL LUSK.

S. Savage vs. J. Peters & al.

STATE OF KENTUCKY, *Washington county, sct.*

Pleas before the honorable William L. Kelly, late sole judge of the Washington circuit court, at the court house in Springfield, Washington county, Kentucky, on the 17th day of May, 1822, Samuel Savage, plaintiff, on a petition and summons against John Peter, Milbourn Hogg, and Mary Peter, defendants.

Be it remembered, that on the 9th day of April, 1822, came here into the clerk's office of the circuit aforesaid, Samuel Savage, the pltff., and filed his petition, which is in the words, &c., following, to wit:

WASHINGTON CIRCUIT, *sct.*

Samuel Savage, plaintiff, states that he holds a note, under seal, on the defendants, John Peter, Milbourn Hogg, and Mary Peter, in substance, as follows: On or before the twenty-fifth day of December next we, or either of us, promise to pay Samuel Savage one hundred dollars, current money of the State of Kentucky, as witness our hands and seals, this fourth day of January, 1821.

JOHN PETER, [L. S.]
MILBOUN HOGG, [L. S.]
MARY PETER. [L. S.]

Test: GEORGE N. MORGAN.

Yet the said debt remains unpaid; wherefore he prays judgement for his debt, damages for the detention of the same, with his costs, &c.

POPE & BOOKER, *P. Q.*

On which said petition there issued the following copy of the petition and summons:

WASHINGTON CIRCUIT, *sct.*

Samuel Savage, plaintiff, states, he holds a note on the defts., John Peter, Milboun Hogg, and Mary Peter, in substance, as follows: "On or before the twenty-fifth day of December next we, or either of us, do promise to pay Samuel Savage one hundred dollars, current money of the State of Kentucky, as witness *my* hands and seals this fourth day of January, 1821.

JOHN PETER, [L. S.]
MILBOUN HOGG, [L. S.]
MARY PETER. [L. S.]

Test: GEORGE N. MORGAN.

Yet the said debt remains unpaid; wherefore he prays judgement for his debt, and damages for the *dentition* of the same, together with his costs, &c.

A copy.
Test: POPE & BOOKER, *P. Q.*
JOHN HUGHS, Jr., *C. W. C.*

The Commonwealth of Kentucky to the sheriff of Washington county, greeting:

We command you to summons John Peter, Milboun Hogg, and Mary Peter, to appear before the judge of our Washington circuit court, at the court house in Springfield, on the third day of our next May term, to answer the petition of Samuel Savage, exhibited against them, of which the above is a true copy. And have then and there this writ.

Witness John Hughes, jr., clerk of our said court, at the court house aforesaid, this 1st day of April, 1822, in the 30th year of the Commonwealth.

JOHN HUGHES, Jr., *C. W. C.*

On which said petition there issued the following copy of the petition and summons:

WASHINGTON CIRCUIT, *sct.*

Samuel Savage, plaintiff, states, *the* holds a note, under seal, on the defts., John Peter, Milbourn Hogg, and Mary Peter, in substance, as follows: On or before the 25th day of December next we, or either of us, promise to pay Samuel Savage one hundred dollars, current money of the State of Kentucky, as witness our hands and seals this fourth day of January, 1821.

JOHN PETER, [L. S.]
MILBOURN HOGG, [L. S.]
MARY PETER. [L. S.]

Test: GEORGE N. MORGAN.

Yet the said debt remains unpaid; wherefore he prays judgement for his debt, and damages for the detention of the same, together with his costs, &c.

POPE & BOOKER, *P. Q.*

A copy—test: JOHN HUGHS, Jr., *C. W. C.*

The Commonwealth of Kentucky to the sheriff of Washington county, greeting:

We command you to summons John Peter, Milbourn Hogg, and Mary Peter, to appear before the judge of our Washington circuit court, at the court house in Springfield, on the third day of our next May term, to answer the petition of Samuel Savage, exhibited against them, of which the above is a true copy. And have then there this writ.

Witness John Hughes, jr., clerk of our said court, at the court house aforesaid, this 9th day of April, 1822, in the 30th year of the Commonwealth.

JOHN HUGHES, Jr., *C. W. C.*

On which the sheriff made the following return, to wit: Executed on the defendants, John Peter and Milbourn Hogg, on the 19th day of April, 1823, by delivering to each of them a true copy of the within petition and summons; and the deft., Mary Peter, no inhabitant.

W. B. DINNETT, *D. S.*
For D. CLEAVER, *S. W. C.*

At a circuit court continued and held for the Washington circuit, on the 17th day of May, 1822.

This day came the plaintiff, by his attorney, and the sheriff having returned the defendant Mary Peter no inhabitant of his bailiwick, this suit abates as to her; and the defendants John Peter and Milbourn Hogg having been duly served with a copy of the plaintiff's petition and summons, and they not appearing, although solemnly called, it is therefore considered by the court, that the plaintiff recover of the said defendants John Peter and Milbourn Hogg, what damage he hath sustained in the premises, to wit, because those damages are unknown, it is commanded the sheriff, that he cause to come here immediately, twelve good and lawful men, by whom, &c.; and thereupon came the jurors of a jury, to wit: James Cellartin, Robert Mitchell, John Shuck, David

Clarke, Charles Hill, Godfrey Gregory, Thomas Head, William R. Grumsley, Leroy Gregory, Arthur E. Gibbins, Joseph Willis, and Raphael Lancaster, who being sworn, well and truly to inquire of damages in this case, upon their oaths do say, that the plaintiff hath sustained damages, by the occasion of the detention of the debt in the petition mentioned, to one cent, besides costs.

It is therefore considered by the court, that the plaintiff recover of the said defendants John Peter and Milbourn Hogg, the sum of one hundred dollars, with interest thereon, to be computed after the rate of six per centum per annum, from the 25th day of December, 1821, until paid, the debt in the petition mentioned; together with one cent, his damages aforesaid, in form aforesaid assessed; and also his costs by him about this suit in that behalf expended. And the said defendant, in mercy, &c.

On which said judgment, there issued, on the 4th day of June, 1822, the following fi. fa., to wit:

'The Commonwealth of Kentucky, to the sheriff of Washington county, greeting:

We command you, that of the estate of John Peter and Milbourn Hogg, late of your bailwick, you cause to be made the sum of one hundred dollars, with interest thereon, to be computed after the rate of six per centum per annum, from the 25th day of December, 1821, until paid, which Samuel Savage, late in our Washington circuit court, hath recovered against them for debt; together with one cent, adjudged to him for his damages occasioned by the detention of the debt; and also the sum of five dollars and 18 cents and a half, adjudged to him for his costs, by him in that behalf expended; whereof the said Peter and Hogg are convict, as appears to us of record, and that you have the same before the judge of our said court, at the court-house in Springfield, on the Saturday succeeding the 2d Monday in August next, to render to the said Samuel Savage of his debt, interest, and costs aforesaid, and have then [and] there this writ.

Witness, John Hughes, jr., clerk of our said court, at the court-house aforesaid, this 6th day of June, 1822, and in the 31st year of the Commonwealth.

JOHN HUGHS, JR.

Memorandum.

Either notes on the Bank of Kentucky, or its branches, or notes on the Bank of the Commonwealth of Kentucky, or its branches, may be received by the officer in the discharge of this execution. By order of the plaintiff's attorney.

Attest: JOHN HUGHS, JR.

On which the sheriff made the following return: Satisfied this 29th day of July, 1822.

W. B. DEMMITT, *D. S.*
For D. CLEAVER, *S. W. C.*

STATE OF KENTUCKY, *Washington circuit, ss:*

I, Charles C. Kelly, clerk of the circuit court for the circuit aforesaid, certify, that the foregoing 4 pages contain a true, full, and complete transcript of the record and proceedings had in the suit therein named.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of said court, at Springfield, this 21st day of April, 1840, and in the 48th year of the Commonwealth.

C. C. KELLY.

KENTUCKY, *to wit:*

I, Samuel Lusk, sole judge of the Washington circuit court, in the ninth judicial district, in the State aforesaid, do hereby certify, that Charles C. Kelly, whose name is signed to the foregoing certificate, is now, and was when he signed the same, clerk of the Washington circuit court, and that his said certificate is in due form of law.

Given under my hand, this 28th day of April, 1840.

SAMUEL LUSK.

Dep. of S. A. Bevill.

STATE OF KENTUCKY, *Washington county, ss:*

At the office of J. B. Smith, in the town of Springfield, in the county and State aforesaid, on the 10th day of July, eighteen hundred and forty, before me, John B. Smith, presiding judge of the county court of the county of Washington, in the State of Kentucky, came personally Seth A. Bevell, a witness in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose, and Eliza, his wife, George Porter, and Elspet, his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, and aged about 30 years. And the said Seth A. Beavill, being by me carefully examined and cautioned, and sworn to testify the whole truth, of and concerning the matters in controversy in said suit, did subscribe the following annexed deposition to wit:

Witness states that he is one of the occupants, and resides on a portion of the land formerly claimed by William F. Taylor, in Washington county, Kentucky; and that in the year 1837 one William Primrose, who represented himself as agent of the heirs of said William F. Taylor, came to Washington county, and claimed all the lands in behalf of said heirs, which said William F. Taylor formerly claimed, amounting, as witness understood, to be between four and five thousand acres; witness states, that at the time aforesaid (1837) he was in possession of and claimed of said land three hundred and eighty-two acres, for which he compromised with and secured to be paid to said Primrose, at the rates of three dollars per acre, amounting in all to the sum of eleven hundred and forty-six dollars; witness further states, that one Willis Blanton, adm'r of William F. Taylor, with the will annexed, and said William Primrose, as attorney in fact for the heirs of said Tay-

lor, executed to the heirs of Matthew Flournoy, dec'd, a deed for said 382 acres, which deed is, as witness believes, recorded in some one of the offices in Frankfort, Kentucky; witness further states, that the land embraced in said deed is not embraced in that sold by Savage to Alexander McDonald; witness further states, that his father-in-law, John Graves, now dec'd, compromised with and secured to be paid to said William Primrose, in addition to what this witness secured to be paid, the sum of one hundred dollars, for seventy acres of land, which formerly belonged to the tract which this witness purchased of said Primrose for Flournoy's heirs as aforesaid; witness further states, that in consideration further of said John Graves compromising for the above named 70 acres, that said William Primrose agreed with said Graves to relinquish the claim of Taylor's heirs to three eighths of three hundred and twenty acres of land formerly owned by one Morgan; witness further states, the reason of this was that one Mathews Flournoy, who was then dec'd, and who had married one of the daughters of said Graves, had purchased the said $\frac{3}{8}$ interest in the land of said Morgan, dec'd; and that said Graves being the guardian, as well as grandfather of the children of said Flournoy, wished to quit the claim of said Taylor's heirs; witness further states, that the 382 acres and 70 acres, and the $\frac{3}{8}$ of the Morgan tract, are embraced in the deed to the heirs of Matthew Flournoy, dec'd; this witness married the widow of said Matthew Flournoy. Witness further states, that since the death of John Graves, dec'd, the executors of said John Graves, to wit, James Graves and Hardin Graves, have compromised with, and secured to be paid to said William Primrose, the sum of one hundred dollars for five-eighths ($\frac{5}{8}$) of the tract formerly owned by said Morgan, dec'd, the said John Graves being the owner of $\frac{5}{8}$, and the said Mathews Flournoy the owner of $\frac{3}{8}$. The whole amount of the Morgan tract was three hundred and twenty acres, the whole amount secured to be paid by this witness and John Graves, dec'd, and the executors of said John Graves, dec'd, was thirteen hundred and forty-six dollars. Witness further says, that after the time he compromised with said William Primrose, he, the said Primrose, said to this witness, that he had then settled for and deeded the whole of the lands claimed by said Taylor's heirs in Kentucky, except that occupied by this witness and Henry Brown; witness says that afterwards said Blanton, as adm'r, and said Primrose, as att'y aforesaid, deeded the lands to the heirs of Flournoy as aforesaid.

SETH A. BEVILL.

Dep. of M. Peter.

STATE OF KENTUCKY, *Washington county, to wit:*

At the office of John B. Smith, in the town of Springfield, the county of Washington, and State of Kentucky, on the eleventh day of July, one thousand eight hundred and forty, before me, John B. Smith, presiding judge of the county court of the county and State aforesaid, came personally Mountford Peter, Levi Lanham, and William G. Short, witnesses in a certain suit depending in the district court of the United

646.

States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose, and Eliza his wife, George Porter, and Elspet his wife, William Raney, Alexander Raney, and Elizabeth Raney, are complainants, and George M. Savage, executor of Samuel Savage, dec'd, is defendant. On behalf of defendant, and the said Mountford Peter, the witness being by me carefully examined, cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

This witness, about the age of forty-three years, states that he is one of the occupants upon that portion of the lands formerly claimed by William F. Taylor, dec'd, in Washington county, Kentucky, and upon a portion of that sold by Samuel Savage to *to* Hogg and the Peters. This witness states, that some time in the year 1836, one William Primrose, who represented himself the attorney in fact for the heirs of William F. Taylor, dec'd, came to Washington county, Kentucky, and claimed all the lands in behalf of the said heirs of said Taylor, dec'd, in which claim is embraced that land sold and conveyed by Samuel Savage to Alexander McDonald, and the heirs of Richard McDonald, dec'd, Zachariah Peter, Semion Peter, Milbourn Hogg, and John Peter, amounting to one thousand and fifty-nine acres; witness says that at that time, in 1836 aforesaid, the occupants upon the said 1,059 acres, and the said Primrose, as attorney aforesaid, went into a bond of compromise, whereby the said Primrose, as attorney, obligated himself and the heirs of said Taylor, to convey by deed to said occupants their several tracts of land, upon said occupants at the time of said deed being executed paying the one-third part of the said $1,000 00, and securing to the said attorney in fact for said heirs the payment of the other two-thirds; witness has been applied to on the part of defendant for the original bond of compromise, the duplicate of which is in his possession, to file in this suit, but declines so doing; witness states that the paper herewith filed, and marked (A B,) is a true copy of said original duplicate bond, which said bond is in this witness' possession; witness further states that afterwards, and witness thinks in the year 1837, one Willis Blanton, adm'r of William F. Taylor, with the will annexed, and the said William Primrose, the attorney in fact aforesaid, conveyed by deed to this witness one hundred and seventy-five acres of land, embraced in the 1,059 acres conveyed by Savage as aforesaid, for which witness paid, and secured to be paid, to the said William Primrose, the sum of two hundred and fifty-two dollars, as appears upon the face of his deed; witness has been applied to on the part of the defendant for his original deed, to be filed as a part of this deposition, which he refuses; but witness states that the paper herewith filed, and made a part of this deposition, and marked (C D,) is a true copy of his original deed from said Blanton as administrator, and said Primrose as attorney aforesaid.

This witness further states, that the occupants had to pay to said Primrose twice as much, and perhaps more than twice as much, as was agreed

by the compromise bond, on account of said occupants not being able to furnish said Primrose, as attorney aforesaid, with any papers whereby the heirs of Taylor should, or of said occupants, have recourse upon Savage for the purchase money paid by them to Savage, and in consideration of a surplus which the different surveys held out to contain over and above the original surveys; witness thinks that the surplus which the occupants paid for the said 1,059 acres, about an average of one dollar and fifty cents per acre; this witness has, during the arrangements, and before and after the compromise, heard said Primrose frequently repudiate the sale made by Samuel Savage of said land, declaring the act of said Save in this matter wholly and entirely illegal; witness further states, that said Primrose claimed all the lands formerly claimed by William F. Taylor in his lifetime in Washington county, Kentucky; and witness has understood from said Primrose, *very lately*, that he had disposed of and sold all the lands in said county claimed by said Taylor as above. MOUNTFORD PETER.

The further proceedings in taken the depositions in this suit are ordered to be continued to Monday, the 3d day of August, 1840; and the witnesses, Levi Lanham and William G. Short, are ordered to appear at the office of J. B. Smith, in the town of Springfield, on that day, to give their depositions, and it [is] ordered to be adjourned to that time.

J. B. SMITH, *J. B. W. C.*

Dep. of Levi Lanham.

Monday, August 3d, 1840.

And the said Levi Lanham appearing at the office of J. B. Smith, in the town of Springfield, Washington county, Kentucky, and being cautioned and warned, and sworn to testify the whole truth, states that he is about 55 years old, and that some time in the year 1837 one William Primrose, who represented himself as agent for the heirs of Wm. F. Taylor, dec'd, or as the attorney in fact for said heirs, and Willis Blanton, as adm'r of said William Taylor, dec'd, with the will annexed, sold to this witness a boundary of land as designated by a copy of his deed from said Primrose and Blanton, as attorney and adm'r aforesaid, which copy of said deed is made part of this deposition, and marked (3,) for which witness paid, or secured to be paid, to said Primrose, the sum of nine hundred dollars; this witness states that the said sum of nine hundred dollars was paid, or secured to be paid, to said Primrose in this way: witness was to pay, and did secure to pay to the said Primrose, the sum of five hundred dollars, and the ballance, to wit, the sum of four hundred dollars, was secured to be paid to said Primrose by Alexander McDonald; the said sum of four hundred dollars was paid by said McDonald in consideration of this witness having theretofore purchased of Dan'l McDonald (a son of Alexander) about 100 acres of said land, and for which this witness had paid to said Dan'l the said sum of four hundred dollars, and for which land the said Dan'l had never made to this witness any deed; so that this witness did pay, secure to be and caused to be paid, to said Primrose, the said sum of nine hundred dollars, for the

boundary set forth in his deed, and which witness supposes to contain about three hundred acres, as they the said Primrose and Blanton, as att'y and adm'r, and this witness, compromised at the rates of three dollars per acre; this witness states that he does not know how much land Wm. F. Taylor claimed or owned in Washington county in his lifetime, but he believes that said Primrose and Blanton, as att'y and adm'r aforesaid, has sold the whole which was claimed and owned by said Taylor; witness states that the land embraced in his deed does not embrace any of that sold by said Savage to Alexander McDonald; witness refuses to file his original deed in this suit, but states that the copy herewith filed and marked (3,) is a true copy of his said original deed from said William Primrose and Willis Blanton, as attorney and administrator aforesaid.

his
LEVI ⋈ LANHAM.
mark.

Deposition of W. G. Short.

And at the same time, the said William G. Short, about 40 years of age, being cautioned, examined, and sworn to testify the whole truth, states, that some time in the year 1837, he compromised with, and purchased from, one Willis Blanton, adm'r of William F. Taylor, dec'd, with the will annexed, and one William Primrose, who represented himself the agent or attorney in fact, for the heirs of William F. Taylor, deceased, about two hundred acres of land in Washington county, Kentucky, as appears from his deed, for which he paid, or secured to be paid, to said William Primrose, the sum of one hundred and forty-two dollars. Witness states, that he heard William Primrose repudiate the sale made by Samuel Savage, of land in Washington county, as illegal and of no effect. Witness also states, that he believes that said William Primrose did, in the year 1837, and since, sell the whole of the lands claimed by William F. Taylor, in his lifetime, in Washington county, Kentucky, amounting, as this witness believes, to about 4,400 acres. Witness refuses to let his original deed from said Blanton, as adm'r, and Primrose, as attorney aforesaid, be filed in this suit; but this witness states, that the paper herewith filed, and marked (4,) is a true copy of his said deed.

WILLIAM G. SHORT.

Copy of dep. bond men'd in M. Peter's dep.

An agreement made and concluded this 20th day of December, 1836, between Samuel Taylor, William Rainie, jun'r, Eliz'h Rainie, and Alex'r Rainie, the three latter the only children and heirs of Mary Rainie, deceased, who was formerly Mary Taylor, the aforesaid Mary and Samuel being devisees in the will of Wm. F. Taylor, dec'd, late of the district of Edgefield, and State of South Carolina, by their agent William Primrose, now of Frankfort, and State of Kentucky, of the one part, and Milbourn Hogg, Wm. Anderson, Jesse Peter, Mountford Peter, Heli Peter, Aloey Shewmaker, Cornelius Shewmaker, and Sam'l

Shewmaker, of the county of Washington, and State of Kentucky, of the other part, witnesseth: Whereas, by the last will and testament of Wm. F. Taylor, dec'd, late of the district of Edgefield, and State of South Carolina, the executors therein named, or the survivors or survivor of them, were authorized to sell the landed estate of said testator, as in said will mentioned; and whereas, also, after said will was proved in the State of South Carolina, and each and all of the executors therein named, took the oath of office in said State, Samuel Savage, one of the executors named in said will, took upon himself to sell, and on the twenty-first day of July, one thousand eight hundred and eighteen, by two several deeds of that date, did bargain, sell, and convey, to the persons therein named, certain parts and parcels of land belonging to the estate of the said Wm. F. Taylor, dec'd, as will more fully appear by said deeds, now of record in the county court of Washington, and State of Kentucky; one of which was made to Alex'r McDonald, James, Joseph, Griffin, Elizabeth, Mary, and Ursula McDonald, heirs and representatives of Richard McDonald, deceased; and the other of which was made to Zach. Peter, Simon Peter, Milbourn Hogg, and John Peter; and whereas, also, the party of the first part contest the validity of the sales and conveyances made as aforesaid by the said Savage, and assert claim to the land aforesaid, under and through the will of said Wm. F. Taylor, dec'd; and the party of the second part, being now respectively in possession of separate portions of the land conveyed as aforesaid by the said Savage, insist on the validity of said sales, but desiring to quiet their possession, and compromise the claim set up as aforesaid, by the party of the first part, have offered terms of compromise, which have been excepted by the party of the first part, as follows, (to wit:)

The said party of the first part, for and in consideration hereinafter more at large expressed, have contracted to sell, and by their aforesaid agent do hereby obligate themselves, during the ensuing year, to release and convey to the party of the second part, all the right and title, interest and claim, which they, or either of them, have in law or equity, as heirs or devisees of the above named Wm. F. Taylor, dec'd, or as heirs of the aforesaid Mary Rainie, dec'd, who was one of the devisees of said Wm. F. Taylor, dec'd, in and to the described tracts and boundaries of land as aforesaid, attempted to be conveyed by the said Samuel Savage; and by the deed which is to be made by the party of the first part, they are, as far as it is in their power to do so, to ratify and confirm the deed made as aforesaid by the said Savage, and to warrant the said described tracts against all persons whatever, claiming by, through, or under the will of said Wm. F. Taylor dec'd; but the party of the first part reserve to themselves the benefit of all claims they may have against the said Savage, or his representatives, for the consideration which said Savage received for the sale of the land aforesaid; and the party of the first part is not to warrant against any adverse conflicting claim, or in any other manner, except as above mentioned. The conveyances are to be made by the party of the first part, to each of the persons forming the party of the second part, for the parts or portions of the aforesaid des-

cribed lands, held and owned by them respectively; and in consideration of the aforesaid stipulation by the party of the first, the said party of the second part covenant and bind themselves, their heirs, jointly and severally, to pay to the party of the first part, or their legally constituted agent, one thousand dollars; the payment whereof to be made as follows, (to wit:) one-third is to be paid whenever the party of the first part, by their legally constituted agent, shall, in manner and form as aforesaid, have released and conveyed as aforesaid, the tracts of land aforesaid, to the party of the second part; and one-third is to be paid in one year after the conveyance is made as aforesaid by the party of the first part, and the other third is to be paid within one year after the second third is payable as aforesaid; and the party of the second part are to secure the payment of the two-thirds, by executing a deed of mortgage on the land immediately after the conveyance is made by the party of the first part; the two-thirds is to bear interest from the time the conveyance is made, as aforesaid, by the party of the first part; the conveyance is to be made, as aforesaid, for all the *the* land held by the party of the second part. But the party of the second part have taken upon themselves to compromise as to the land formerly held by the widow of Zach'a Lewis, dec'd, and which is included in one of the above named deeds of Savage; and if she comes into the compromise, and pays her proportion of the purchase money, the conveyance of her portion is to be made to her, otherwise it is to be made to Mountford Peter, one of the party of the second part. And the parties agree to have, by consent, the former judgments recovered in the ejectments for the aforesaid land, by John Doe, one the demise of Wm. F. Taylor, set aside, and held for naught, and so entered in said court.

In testimony whereof, the parties have hereunto set their hands, and affixed their seals, the day and date above written.

SAMUEL TAYLOR, [SEAL.]
WILLIAM RAINIE, [SEAL.]
Witness—WM. OUSLEY. ALEXANDER RAINIE, [SEAL.]
ELIZABETH RAINIE, [SEAL.]
By WILLIAM PRIMROSE, [SEAL.]
Their agent.
MILBOURN HOGG, [SEAL.]
JESSE PETER, [SEAL.]
WM. ANDERSON, [SEAL.]
ALOEY SHEWMAKER, [SEAL.]
SAM'L SHEWMAKER, [SEAL.]
CORNELIUS SHEWMAKER, [SEAL.]
HELI PETER, [SEAL.]
Test—JAMES MCDONALD.
MOUNTFORD PETER. [SEAL.]

This is a true copy of the original between the parties above named.
MOUNTFORD PETER.

[REC. CL & CLXVI, D. T. 1844.]—44

The deed marked C. D. in said dep.

This indenture, made and entered into this 21st day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the will of Wm. F. Taylor, and Samuel Taylor and Isabella his wife, William Raney, sen'r, William Raney, jr., Alexander Raney, and Elizabeth Raney, the said Samuel, Isabella, William, sen'r, Wm., jr., Alexander, and Elizabeth, by William Primrose, their attorney in fact, of the one part, and Mountford Peter, of the county of Washington, State of Kentucky, of the other part, witnesseth: that the said Blanton, adm'r as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sen'r, William, jr., Alexander, and Elizabeth, by their said attorney, has, in pursuance to the directions of the last will and testament of said William F. Taylor, bargained, sold, and conveyed, and by these presents, in consideration of two hundred and fifty-two dollars, secured by the said Peter, to be paid to the party of the first part, do bargain, sell, and convey, with the concurrence of the said Samuel, Isabella, William, sen'r, William, jr., Alexander, and Elizabeth, given by their said attorney to said Peter, all that tract and parcel of land owned by the said Wm. F. Taylor, deceased, at the time of his death, and contained in the following boundary, to wit: Beginning at a beech tree, on Trotter's line, near a branch; thence south 85 west, 44 poles, to an ash tree; thence north 60 west, 60½ to a poplar near said Peter's fence; thence north 73½ west, 78 poles, to a poplar near Jesse Peter's fence; thence north 31½ east, 124 poles, to two beeches and an ash on Buford's line; thence with said Buford's line, north 84 east, 199 poles, to a poplar tree in Trotter's line; thence with said line south 30 west, 202 poles, to the beginning—containing one hundred and twenty-five acres, be the same more or less; to have and to hold the said tract or parcel of land to him, the said Peter, his heirs and assigns forever. And the said Blanton, adm'r as aforesaid, and the said Samuel, Isabella, William, sen'r, William, jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant and defend the aforesaid tract or parcel of land to the said Peter, his heirs and assigns, from all persons claiming by, through, or under the said *said* Wm. F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the party of the first part have hereunto set their hands and seals, the day and year first above written.

In the presence of—

WILLIS BLANTON, [SEAL.]
Adm'r of the will annexed of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAUSON, [SEAL.]
WM. RANEY, Sen'r, [SEAL.]
WM. RANEY, Jr., [SEAL.]
ALEXANDER RANEY, [SEAL.]
ELIZABETH RANEY, [SEAL.]
By WILLIAM PRIMROSE, [SEAL.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and Wm. Primrose, attorney in fact for the heirs of Taylor, to Mountford Peter, was produced to me in my office, and acknowledged by the said Willis Blanton and Wm. Primrose, adm'r and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in Deed book N, page 181.

Given under my hand this 9th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, adm'r with the will annexed of said decedent, to Mountford Peter, is a true, full, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed, at Springfield, on Tuesday, the [SEAL.] 30th day of June, 1840, and in the 49th year of the commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, *P. D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate is, and was, at the time [of] signing the same, acting clerk, duly elected and qualified, and as such due faith and credit is, and might of right be given to all his official acts and doings.

Given under my hand, as justice aforesaid, at Springfield, this the 30th day of June, 1840. *J. P. W. C.*

Copy of deed marked 4, *referred to in dep. of W. G. Short.*

(4) This indenture, made and entered into this 21st August, 1837, between Willis Blanton, administrator with the will annexed, of William F. Taylor, deceased, and Samuel Taylor, and Isabella, his wife, William Raney, senior, William, junior, and Alexander Raney, and Elizabeth Raney, by their attorney in fact, William Primrose, of the one part, and William G. Short, of the county of Washington and State of Kentucky, of the other part, witnesseth: that the said Blanton, adm'r as aforesaid, by and with the assent and direction of the said Samuel, Isabella, William, sen'r, William, jr., Alexander and Elizabeth, by their said attorney, and in pursuance of the directions of the last will of said William F. Taylor, deceased, which will is of record in the county of

Washington aforesaid, has, in consideration of one hundred and forty-two dollars, by the said William G. Short to the party of the first part secured to be paid, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, William, sen'r, William, jr., Alexander, and Elizabeth, by their said attorney, do bargain, sell, and convey unto the said William G. Short, all that part of the tract of land owned by the said William F. Taylor, deceased, at the time of his death, and contained in the following boundary, (to wit,) beginning at a beech tree, where the south original line of D. Brodhead crosses a branch; thence N. 60 west, 44 poles, with said Broadhead's line to where it crosses another branch; thence up said branch with its meanders 76 poles, to two ash saplins on said branch; thence S. 70 E., 36 poles, to a beech tree, near a branch; thence down said branch, with its meanders 90 poles, to the beginning. Also, so much of the tract aforesaid of said Wm. Taylor, deceased, as is contained in the boundary of the following deeds, to wit: one made by Buford W. Nail, and Mary his wife, to the said Wm. G. Short, dated the 7th January, 1831; another made by John Pope, and Francis his wife, to the said Short, and dated the 27th of Nov'r, 1826, and another deed made by James Bently, and Martha his wife, to the said Short, and dated 19th October, 1831, and all of which deeds are of record in the office of the clerk of the county of Washington aforesaid, be the same more or less; to have and to hold the tract of land described as aforesaid, to him, the said Short, his heirs and assigns for ever; and the said Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sen'r, William, jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant and defend the aforesaid described tract of land to the said Short, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year first written.

WILLIS BLANTON, [SEAL.]
Adm'r, with the will annexed, of William F. Taylor, deceased.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAWSON, [SEAL.]
WILLIAM RANEY, senior, [SEAL.]
WM. RA[NE]Y, jr. [SEAL.]
ALEXANDER RANEY, [SEAL.]
ELIZABETH RANEY, [SEAL.]
By WILLIAM PRIMROSE, [SEAL.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county *county* aforesaid, *aforesaid*, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to William G. Short, was produced to me in my

office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 177.

Given under my hand, this 7th September, 1837.

WILLIAM B. BOOKER, *C. W. C.*
By WILLIAM H. CHEATHAM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of William F. Taylor, deceased, by their attorney in fact, William Primrose, and Willis Blanton, the adm'r, with the will annexed, of said decedent, to William G. Short, is a true, full, and complete copy [of] the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of said court to be affixed, at Springfield, on Tuesday, the [L. S.] 30th day of June, A. D., and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county af'd, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such, credit is, and might of right be given [to] all his official acts and doings. Given under my hand this the 30th day of June, A. D. 1840.

J. P. W. C.

Copy of deed marked 3, *ref'd to in dep. of L. Lanham.*

(3) This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and Samuel Taylor, and Isabella Taylor his wife, Wm. Raney, sen'r, Wm. Raney, jr., Alexander and Elizabeth Raney, the said Samuel, Isabella, Wm. sen'r, Wm. jr., Alexander, and Elizabeth, by Wm. Primrose, their attorney in fact, of the one part, and Levi Lanham, of the county of Washington, and State of Kentucky, of the other part, witnesseth: That the said Blanton, adm'r as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, by their said atttorney, Wm. Primrose, has bargained, sold, and conveyed, in pursuance to the directions of the will of said Wm. F. Taylor, dec., which has been admitted to record in the county court of Washington aforesaid, and by and with the concurrence and assent of the said Samuel, Isabella, Wm. sen'r, Wm. jr., Alexander, and Elizabeth, given and made by the aforesaid attorney, Wm. Primrose, do bargain, sell, and convey unto the said Levi Lanham, his heirs, and assigns, all that tract and parcel of land, devised by the aforesaid Wm. F. Taylor, deceased, at the time of his death, and which is comprehended within the boundary of a deed executed by John Pope and Frances

Pope, his wife, to said Levi Lanham, and dated 16 December, 1822; and which deed is of record in the county of Washington aforesaid, and which is also comprehended in the boundary of land purchased by said Lanham of Daniel McDonald, but for which said Lanham has received no deed from said McDonald; the aforesaid bargain and sale is made in consideration of nine hundred dollars by the said Lanham secured and to be paid to the party of the first part: to have and to hold the aforesaid described tract of land, be the same more or less, to him the said Levi Lanham, his heirs and assigns, forever; and the said Willis Blanton, adm'r as aforesaid, and the said Samuel, and Isabella, his wife, Wm. sen'r, Wm. jr., Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant, and defend unto the said Levi Lanham, his heirs, &c., the aforesaid tract or parcel of land against all persons whatever, claiming by, through, or under the said Wm. F. Taylor, deceased, but against the title of no other person whatever. In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and year first *also* written.

WILLIS BLANTON, [L. S.]
Admr. with the will annexed of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
In the presence of: WM. RANEY, senior, [L. S.]
WILLIAM RANEY, junior, [L. S.]
ALEXANDER RANEY, [L. S.]
ELIZABETH RANEY, [L. S.]
By WM. PRIMROSE [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Levi Lanham, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book N, page 171.

Given under my hand this 6th Sept., 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, Wm. B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing is a full, true, and complete copy of deed filed and recorded in my office from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the adm'r, with the will annexed, to Levi Lanham.

In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Springfield, on Monday, the 29th day of [L. S.] June, 1840, and in the year of the Commonwealth the 49th.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, *P. D. C.*

STATE OF KENTUCKY, *Washington circuit, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such, due faith and credit is, and might of right be given [to] all his official acts and doings. Given under my hand this 30th day of June, A. D. 1840.

J. P. W. C.

Deposition of S. Peter.

Taylor et al.,
vs.
George M. Savage, executor, &c.

STATE OF KENTUCKY, *Washington county:*

At the county court clerk's office, in the town of Springfield, in said county, on the 10th day of April, in the year of our Lord one thousand eight hundred and forty, before me, John B. Smith, judge of the county court of Washington county aforesaid, came personally Samuel Peter, a witness in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant, and aged thirty years; and the said Samuel Peter being by me carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Mr. Peter will state if he knows whether or not William Primrose, as attorney in fact of the heirs of William F. Taylor, dec'd, and Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, or either of them, has not sold and secured the purchase money, or had it secured, for all that tract or parcel of land lying in Washington county, State of Kentucky, on the waters of Long Lick creek, containing four hundred acres, which Samuel Savage, as executor of William F. Taylor, dec'd, sold to Zachariah Peter, —— Peter, Milbourn Hogg, and John Peter; and also all that tract or parcel of land lying in the same county and State on the waters of Long Lick creek aforesaid, containing six hundred and fifty-nine acres, which the said

Savage, as executor aforesaid, sold to Alexander McDonald, and the heirs and legal representatives of Richard McDonald, dec'd; and if the said Blanton and Primrose, or either of them, have sold any or all of said land included in both said tracts, state how they had sold, who they sold it to, and for how much they sold it.

Answer. The first four hundred acres in the interrogatory was sold by William Primrose, attorney in fact for the heirs of William F. Taylor, to Milburne Hogg and Mountford Peter, at the rates of one dollar per acre, making, as deponent believes, the aggregate sum of four hundred dollars, as there were, as he believes, just four hundred acres in said tract; as to the six hundred and fifty-nine acre tract, this deponent states that he does not know what disposition was made, and to whom made, of the whole. Deponent knows, however, that William Primrose, as att'y afsd., sold of that tract to Eli Peter, thirty acres, at the price of one dollar per acre, and to the said Eli Peter fifty acres more, at the price of seven dollars and fifty cents per acre; to William Anderson, a boundary which he thinks contains about eighty acres, for the sum of two hundred and eighty-eight dollars; and to Cornelius Shoemaker and Samuel Shoemaker, jointly, two hundred and ten acres, one hundred and fifty acres of which, at the price, one dollar per acre, and sixty acres, at the price of ten dollars per acre, making of said tract 370 acres, for the aggregate sum of $1,443 00. Afterwards, one Willis Blanton, who administered on the estate of William F. Taylor, dec'd, with the will annexed, sold said land at a public vendue, in the town of Springfield, the seat of justice for Washington county, when said land was sold in separate tracts, and knocked off to the individuals before named, which this deponent then understood to be a matter of form, for the purpose of enabling said Blanton to make deeds in accordance with the sales made by said Primrose. And further this deponent saith not.

SAMUEL PETER.

Deposition of W. Anderson.

Taylor et al.
vs.
George M. Savage, executor, &c.

STATE OF KENTUCKY, *Washington county:*

At the county court clerk's office, in the town of Springfield in said county, on the 10th day of April, in the year of our Lord one thousand eight hundred and forty, before me, John B. Smith, judge of the county court of Washington county aforesaid, came personally William Anderson, a witness in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant, and

aged sixty-two years. And the said William Anderson, being by me carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Mr. Anderson will state how much land he purchased of William Primrose, attorney in fact of the heirs of William F. Taylor, dec'd, and Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, which is included in, and is a part of, the same tract lying in Washington county, State of Kentucky, on the waters of Long Lick creek, which Samuel Savage, as the executor of William F. Taylor, sold to Alexander McDonald, and the heirs of Richard McDonald, deceased, how much he gave for it, &c.

Answer. I think I purchased of said Primrose, as att'y aforesaid, about eighty acres. I purchased from him certain boundaries, which, I suppose and believe, contains the above amount of eighty acres, and paid him for said boundary the sum of two hundred and eighty-eight dollars. Afterwards, for the purpose of getting a deed, I purchased, by arrangement, at public auction, in the town of Springfield, from one Willis Blanton, the said boundary, holding the said sum of two hundred and eighty-eight dollars, and the said Blanton, as administrator with the will annexed of William F. Taylor, and the said William Primrose, att'y in fact for the heirs of Taylor, executed me a deed; and further this deponent saith not.

WILLIAM ANDERSON.

Copy of deed of release, referred to in dep. of W. Blanton.

Whereas Willis Blanton, of Franklin county, Kentucky, at my solicitation, became the administrator, with the will of Wm. F. Taylor, dec'd, annexed, by appointment in the county court of Washington, Kentucky; and whereas the said Blanton, in pursuance of the duties of said will, has sold and executed conveyances for all the lands of the said testator which lie in the State of Kentucky, and the sale money has either been paid, or secured to be paid, to me, as agent and attorney in fact for Samuel Taylor and Isabella Lawson Taylor, his wife, William Rainey, sen., Alexander Rainey, and Elizabeth Rainey, devisees and heirs at law of the said William F. Taylor, dec'd, to whom the proceeds of the lands aforesaid properly and of right belong: Now these presents witnesseth, that the said Sam'l, Isabella, Wm., sen'r, Wm., jun'r, Alexander, and Elizabeth, by the said Wm. Primrose, their attorney in fact, do hereby release and forever quit the said Willis Blanton from all claim or demand, action, or cause of action, appertaining, or in any manner relating, or growing out of the administration aforesaid, and do hereby covenant and agree to keep the said Blanton harmless and *undamnified* against all or any sort of damage accruing or growing out of said administration, or his, the said Blanton's, acts as adm'r aforesaid.

In testimony whereof, the said Sam'l, Isabella, Wm., jr., Wm., senr., Alexander, and Elizabeth, by their said attorney, Wm. Primrose, have

hereunto set their hands, and affixed their seals, this 24th day of August, 1837.

SAMUEL TAYLOR, [SEAL.]
ISABELLA LAWSON, [SEAL.]
WILLIAM RAINEY, Sr., [SEAL.]
WILLIAM RAINEY, Jr., [SEAL.]
ALEXANDER RAINEY, [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By their attorney in fact, WILLIAM PRIMROSE. [SEAL.]

In the presence of witness:
WM. OWSLEY.

A true copy:

WILLIS BLANTON.

The dep. of W. Blanton.

The deposition of Willis Blanton, taken before one of the judges of the county court of Franklin county, in the Commonwealth of Kentucky, on the 19th day of April, in the year 1841, at the law office of C. S. Morehead and W. D. Reed, in the town of Frankfort, and State of Kentucky, in the county aforesaid, to be read as evidence in a certain suit depending in the United States district court for the State of Alabama, holden at Huntsville, in the State of Alabama, in a certain suit depending in the said court, wherein William Taylor, George Taylor, William Primrose, and Eliza, his wife, George Porter, and Elspet, his wife, William Rainey, Alex. Rainey, and Eliza. Rainey, are plaintiffs, and George M. Savage, executor of the last will and testament of Samuel Savage, dec'd, defendant.

The said deponent, being first carefully examined, and cautioned, and sworn, to tell the truth, and the whole truth, doth depose and say, that he lives a greater distance than one hundred miles from the said town of Huntsville, Ala. Furthermore, he saith, that the annexed deed of release hereunto sealed, dated the 24 day of Aug't, 1837, and signed by William Primrose, as the attorney in fact for persons therein named, endorsed, "A true copy, Willis Blanton," was executed on the day of the date thereof, and for the purposes therein named. Deponent further states, that he was the administrator, with the will annexed, of William F. Taylor, late of Edgefield district, South Carolina, and that, as such, he sold a part of the land belonging to the estate of Taylor, lying in the State of Kentucky, and that he took the said deed of release for the heirs of said Taylor, from Wm. Primrose, their agent.

WILLIS BLANTON.

Dep. of Jas. McDonald.

Taylor et al.
vs.
George M. Savage, executor, &c.

STATE OF KENTUCKY, *Washington county:*

At the county court, clerk's office, in the town of Springfield, in said

county, on the 10th day of April, in the year of our Lord one thousand eight hundred and forty, before me, John B. Smith, judge of the county court of Washington county aforesaid, came personally James McDonald, a witness in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose, and Eliza his wife, George Porter, and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant, and aged forty-two years; and the said James McDonald being by me carefully examined, and cautioned, and sworn, to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Mr. McDonald will state if he knows what has been the course of William Primrose as the attorney in fact of the heirs of William F. Taylor, dec'd, and Willis Blanton, administrator, with the will annexed, of William F. Taylor aforesaid, in relation to the four thousand four hundred acre tract of land lying in Washington county, State of Kentucky, on the waters of Long Lick creek, and which was owned by William F. Taylor, and more especially that portion of it which Samuel Savage, as executor of William F. Taylor, sold to Alexander McDonald and the heirs of Richard McDonald; and also the tract which the said Savage, as executor aforesaid, sold to Zacharias Peter, Simon Peter, Milburn Hogg, and John Peter. How much of it have they, the said Primrose & Blanton, or either of them, sold, compromised, or in any other way disposed of. Whether they did not repudiate the sale made by Savage, as executor aforesaid, and treat it as a nullity. And whether they have not sold the same identical land which Savage sold, and received pay for it, or caused it to be paid, &c.?

Answer. William Primrose, some time in the year 1837, did denounce and treat as a nullity the sales of the lands named in the interrogatory, and more especially the one thousand acres that was purchased from Samuel Savage by the aforesaid Alex. McDonald and Zachariah Peter, and did sell and convey to the occupants, on said thousand acres, the same identical land which was sold by the said Savage as aforesaid, and has rec'd in part the consideration money, and had the bal/ance secured to him. My own impression is, that said Primrose sold the bal/ance of said four thousand acres survey, and to my own knowledge he sold the one thousand acres as aforesaid, being that portion that was pur*chast* by Alex. McDonald and the heirs of Richard McDonald and Zachariah Peters, Simon Peters, Milbourn Hogg, and John Peters. The occupants gave about two dollars per acre for the principal part of said one thousand acre survey. There was some bal/ance of said survey he got from nine to ten dollars per acre. And further this deponent saith not.

JAMES McDONALD.

Commission to take dep. of J. Power and A. Giles.

UNITED STATES OF AMERICA,
Northern district of Alabama:

To Armstead Burt, James Alston, and Thomas Thompson, commissioners, or either of them.

Know ye, that we, in confidence of your prudence, circumspection, and fidelity, do hereby commission, authorize, and require you, or either of you, to call, and cause to come before you, at such time and place as you, or either of you, may appoint, John Power and Andrew Giles, witnesses on behalf of the respondent, in a certain cause now pending and for trial in the district court of the United States of America, for the northern district of Alabama, in which said cause William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, against George M. Savage, executor of the last will and testament of Samuel Savage, deceased, *is* respondent, and them, after being first duly qualified on oath, diligently examined on the interrogatories exhibited by said respondent, hereto appended; and such examinations, so taken from under your hands and seals, or under the hand and seal of either of you, and certified to the clerk of the district court aforesaid, at the term of said district court, to be held at the court-house in the town of Huntsville, in the district aforesaid, on the third Monday in May next, to be read in evidence in the trial of said cause.

Witness, the Hon. William Crawford, judge of said district court, this fifth day of March, A. D. one thousand eight hundred and forty-
[L. S.] one, and of American independence the sixty-fifth. Issued the fifth day of March, 1841.

Attest; B. T. MOORE,
Clerk of said court.

Interrogatories propounded to A. G. and J. Power.

William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants,
against
George M. Savage, executor of the last will and testament of Samuel Savage, deceased.
} Pending in the district court of the United States, for the northern district of the State of Alabama.

Interrogatories to be propounded to John Power and Andrew Giles, witnesses residing in the State of South Carolina.

To John Power: Interrogatory 1st. Were you acquainted with one Samuel Taylor, the brother of William Forbes Taylor?—if so, when and where did you become acquainted with him? 2d. What was the business of the said Samuel Taylor in the State of South Carolina, at the time you became acquainted with him? When did he arrive in South Carolina?—where from, and when, did he leave there? 3d. Did you ever hear the said Samuel Taylor speak of the management of

his brother William Forbes Taylor's estate by Samuel Savage?—if so, when and where?—and what did he say in reference thereto? Did you hear him say he had examined the condition of said estate, and its management, before he left the United States?—and if so, whether he manifested his approbation as to its management, and how? 4th. Were you acquainted with William Forbes Taylor, in his lifetime, and his place of residence?—if so, how far did he reside from Samuel Savage at the time of his death? 5th. Were you acquainted with the said William Forbes Taylor's estate at the time of his death—its extent and value? Were you present at the sale of his estate by his executors? Were they, the executors, all of them present at the sale? How did the property sell? Please state fully all you know about said estate—of what it consisted; and as nearly as you can the value of the real and personal estate, and the management of the estate by the executor. 6th. Were you well acquainted with Samuel Savage?—if so, state, if you know, when he removed from South Carolina, and where to. State, if you know, whether he made preparatory arrangements to moving, and whether his intention to remove, and his removal, was well known in that neighborhood.

To Andrew Giles: Interrogatory 1st. Were you acquainted with one Samuel Savage, in the State of South Carolina, before his removal to the State of Tennessee? In what part of the State of South Carolina did he live, and how far from Augusta? 2d. Were you ever commissioned by him in South Carolina—if so, at what time—to draw from the Augusta Bank an amount of money?—if so, what amount? Did you procure it from said bank on his order, and to whom were you informed by him it belonged? 3d. At what time did Samuel Savage remove from South Carolina? Was his intention to remove, and his removal known generally in his neighborhood?

DILLAHUNTY, WRIGHT & PROBASCO,
Solicitors for respondent.

I, Benjamin T. Moore, clerk of the district court of the United States of America for the northern district of Alabama, certify, that the above and foregoing contains a true and complete transcript of the interrogatories filed by the respondents in the cause of William Taylor and others vs. George M. Savage, executor, &c., of Samuel Savage, deceased, as specified before.

In testimony whereof I hereto subscribe my name and affix the seal of said district court, at office in Huntsville, in said district, this [L. S.] fifth day of March, A. D. eighteen hundred and forty-one.

B. T. MOORE, *Clk D. C.*

Deposition of J. Power.

William Taylor, and others,
vs.
George M. Savage, ex'r of Samuel Savage, dec'd.

Pending in the district court of the United States for the northern district of Alabama, at Huntsville.

Examination and depositions, taken under oath, of John Power, sen.,

and Andrew Giles, witnesses on part and behalf of the respondent, at Abbeville court house, in the State of South Carolina, on the 9th day of April, 1841, by authority of a commission in the above stated cause.

Answers of John Power—to int'y 1st. I was acquainted with Samuel Taylor, brother of William Forbes Taylor. I became acquainted with him at the residence of Samuel Savage, in Abbeville district, South Carolina, in 1816 or 1817.

Int'y 2d. The said Samuel Taylor came to *his* States from Scotland, as I always heard and believed, to prosecute his rights as heir in deed, or next of kin of his brother, William Forbes Taylor: he remained in Abbeville district not more than ten days. I am unable to say how long he remained in this State, but think it was but a short time.

Int'y 3d. During the sitting of the court of equity at Edgefield court house, in the year 1817, as I think, I heard Samuel Taylor speak of Samuel Savage in terms of respect and regard; but do not remember that I heard him speak of the manner in which his brother's estate had been managed by Sam'l Savage. Samuel Taylor might have obtained any information desirable, in regard to his brother's estate, from records in the public office at Edgefield court house; to do which, I suppose, was his business at that place.

Int'y 4th. I was acquainted with William Forbes Taylor, and knew his residence, at the time of Taylor's death. He resided about seventy miles from Samuel Savage.

Int'y 5th. I did not know the extent or value of the estate of William Forbes Taylor; I knew that he owned lands, negroes, and live stock; I was present at the sale; two of the executors, Savage and Patrick McDonald, were present, but I do not remember that any other of them *was* there; during the two days of its sale, when I was present, the property, especially the negroes, sold for their value; I thought any thing I saw sold was well sold. Savage was active, and seemed disposed to make the property sell for its value. I did not know, particularly, the manner in which Savage managed the estate, but have no doubt he did it well: so far as I heard, and believe, the land sold for its value. It was thin land.

Int'y 6th. I was well acquainted with Samuel Savage: his intention to remove was well and generally known: he was making preparation for his removal for six or twelve months, and his removal was public and well known: he removed in May, 1818, to Tennessee, having bought lands there some twelve months or more previously. Samuel Savage had much business to arrange preparatory to his removal, and avowed, as an object in settling his business, his determination to remove from South Carolina.

JOHN POWER, Sen'r.

Deposition of A. Giles.

Answers of Andrew Giles—to int'y 1st. I was well acquainted with Samuel Savage; he resided near to me in Abbeville district, South Carolina, and lived about seventy miles from Augusta, from which place he removed to Tennessee.

Int'y 2d. In October, 1813, by the order of Samuel Savage, I drew from the Augusta Bank forty-five hundred dollars, ($4,500,) and was informed by him it belonged to the estate of William Forbes Taylor, and was part of the assets in the hands of Savage, as executor of Taylor.

Int'y 3rd. Samuel Savage removed to Tennessee in the early part of 1818; his intention to remove was generally known, for some twelve months, and his removal was public and generally known.

A. GILES.

Deposition of W. Garrett.

SOUTH CAROLINA, *Edgefield district:*

At Edgefield court house, in said district, on the 27th day of April, in the year of our Lord one thousand eight hundred and forty, before me, A. P. Butler, one of the associate judges of South Carolina, came personally Wm. Garrett, A. B. Addison, Oliver Towles, Jno. S. Jeter, and M. Meims, witnesses in a certain suit depending in the district court of the U. S. for the northern district of Alabama, wherein William Taylor and others, are complainants, and George M. Savage, executor of Sam'l Savage, dec'd, is defendant, on behalf of defendant, and aged as follows, viz: William Garret 67 years, A. B. Addison 51 years, Oliver Towles 39 years, Jno. S. Jeter 50 years, and M. Meims 59 years. Witnesses being, by me, carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matter in controversy in said suit, did subscribe the following and annexed depositions, to wit: William Garret says he was well acquainted with Wm. Forbes Taylor, in his lifetime; he resided, for many years, in Cammelton, in Edgefield dist., and died about six miles from that place, at his residence, called Summerville; the witness was living in Cammelton, and was in the habit of having constant intercourse with the said Taylor during his residence in Cammelton. Taylor was seized and poss'ed, at the time of his death, of the following parcels of land, to wit: his residence, Summerville, and some other small tracts in the neighborhood; all of which witness thinks, were not worth more than four thousand dollars. Witness says he would not have given that sum himself. The witness was at the sale of Taylor's property, and is entirely satisfied that all the negroes, and other personal property, were sold, the sale being generally attended with a fair competition with biddings. Witness was well acquainted with Samuel Savage from his boyhood till he removed from So. Carolina. When the said Sam'l was about 16 years old, he was employed as a clerk by witness and his brother James, who were doing business in Cammelton Afterwards Savage was in the employment of Wm. Forbes Taylor, who had great confidence in him. Wit. had great confidence in his integrity, probity, and business habits; and, from his general character, would think him incapable of perpetrating a fraud, or doing wilful injustice. At the suggestion of the witness he states, that after Taylor left Cammelton, which was about 1809 or 1810, wit. saw him but occasionally, and cannot speak with any confidence of his pecuniary affairs.

Wit. was under the impression, a mere impression, that Taylor's property consisted principally of choses in action and bank stock; but he can speak with no confidence, as Taylor never made any particular communication to him on the subject, and wit. would wish to be understood as speaking rather from conjecture than any ascertained fact. The witness recollects to have been introduced to Sam'l Taylor, as a brother of Wm. F. Taylor, by Capt. Sam'l Savage—this was at Edgefield court house, some time in the spring of 1816.

WM. GARRETT.

Sworn and subscribed to before me,

A. P. BUTLER, *Associate Judge.*

Dep. of A. B. Addison.

A. B. Addison, residing in Edgefield village, and aged 51, on oath saith: That he was present at the sale of W. F. Taylor's estate, and saw there Sam'l Savage, Patrick McDowall, Duncan Mattheson and Wm. Ross, who appeared to be jointly concerned in conducting the sale; heard people speaking of the sale of the land, and the opinion expressed that it had been sold for its value; particularly it was said that Summerville had sold for a high price, considering the times and circumstances of sale. Witness says the sale was fully attended, and there was a fair competition in the bidding. The sale commenced at Summerville, and continued for four or five days, and ended in Cammelton, and wit. was present every day; the witness has examined, with O. Towles, the original account of sales filed in the office of ordinary of Edgefield dis't., *Edgefield district*, and the annexed copy is a true and actual transcript from the original, containing all and omitting no article.

A. B. ADDISON.

Sworn and subscribed to before me.

A. P. BUTLER, *Associate Judge.*

Dep. of O. Towles.

Oliver Towles, of Edgefield district, aged 39 years, says the annexed copy of account of sales, is a true, full, and litteral transcript from the original filed in his office. He feels it due to himself, and but justice to others, to make this explanation of other certificates and copies having his signature. The witness was the successor in office of Jefferson Richardson, who was dead at the time wit. assumed on himself the duties of his office. Richardson had succeeded Jno. Simkins, who had been Ordinary for many years before his death. Not long after witness had gone into his office, he was applied to by Wm. Primrose for a copy of account of sales of Wm. F. Taylor's estate. Searched and could not find in the ordinary's shelves in which his predecessors had kept their papers. Witness found the inventory recorded in a book kept by Jno. Simkins, and witness transcribed that, and gave a certificate that he could not find the account of sales in his office. Some time subsequent wit. was induced to look into and old desk in the corner of his office. He found in this desk, among other papers of settled estate, the account of

sales from which he has made out all the subsequent copies having his signature. He now states, if heretofore he has made out any other copy in any wise different from the one annexed, it was made out by unintentional mistake. The law did not require accounts of sales to be recorded during the time Jno. Simkins was ordinary, and witness has found in his office no book in which such papers were recorded. The witness now records them, as lately required by law so to do.

OLIVER TOWLES.

Sworn and subscribed to before me.

A. P. BUTLER,
Associate Judge.

Copy of ret. referred to in J. S. J's and M. Mims' dep.

Rec'd of Samuel Savage, executor of the estate of Wm. F. Taylor, deceased, the sum of ten thousand and thirty-seven dollars and thirty-six and one quarter cents, in full of his actings and doings on the said estate up to this date, as per his account current this day rendered to the ordinary of Edgefield district. I say rec'd by me this twenty-second day of April, anno domini 1818.

SAMUEL TAYLOR,
WILLIAM RAINEY, and
MARY, his wife,
Per ADAM HUTCHISON,
Their Attorney.

Test:
JOHN S. JETER,
M. MIMS.

Dep. of J. S. Jeter.

Jno. S. Jeter, a resident of Edgefield district, aged 50 years, says, on oath, that he, with M. Mims, signed his name to the annexed receipt, and has no doubt that it was executed for the purpose it purports to be.

JOHN S. JETER.

Sworn and subscribed to before me.

A. P. BUTLER,
Associate Judge.

Dep. of M. Mims.

M. Mims, a resident of Edgefield, aged 59 years, on oath, saith, that the body of the above annexed receipt is written in his handwriting, and that he signed his name as one of the subscribing witnesses to the same, and that he is satisfied it was executed for the purpose expressed in it.

M. MIMS.

Subscribed before me.

A. P. BUTLER.

STATE OF SOUTH CAROLINA, *Edgefield district:*

I, A. P. Butler, associate judge of So. Ca., do hereby certify, that

Wm. Garret, A. B. Addison, Oliver Towles, Jno. S. Jeter, M. Mims, the witnesses aforesaid, after being carefully examined and cautioned, and sworn by me as aforesaid, to testify the whole truth, did subscribe the foregoing, and annexed depositions by them given, after the same was reduced to writing by me; and I do further certify, that the witnesses, Wm. Garret, A. B. Addison, Oliver Towles, Jno. S. Jeter and M. Mims, the witnesses aforesaid, live at a greater distance from the district court of the U. States, for the northern district of Alabama, at Huntsville, where said cause is pending, and the place of trial thereof, than one hundred miles; and that Edgefield court house, the place of taking said depositions is more than one hundred miles from Huntsville aforesaid.

I do further certify, that Wm. Taylor, Geo. Taylor, Wm. Primrose, and Eliza his wife, George Porter, and Elspet his wife, Wm. Rainey, Alexander Rainey, and Elizabeth Rainey, the complainants and adverse parties in said cause, or any or either of them, do not, (as far as I am informed and believe,) reside, nor are they or either of them, within one hundred miles of Edgefield court house, the place of taking said depositions. I further certify, that a notification from me to Henry H. Cumming, the attorney of the aforesaid Wm. Taylor and others, to be present at the taking of the aforesaid depositions, and to put interrogatories, if he thought fit, first made out by me, and send to him, the aforesaid attorney, he being nearest to Edgefield court house, the place of taking said depositions, allowing time for his attendance from the date of notice, the 23d of April to the 27th of the same month, to come from Augusta, where he resides, to Edgefield court house, the place of taking said depositions, the distance from [one] place to the other being 23 miles. I do further certify, that I am not of counsel, or attorney, or agent for either of the parties in said cause, or any way interested in the event of said cause; and I do further certify, that the said depositions remained in my without alteration, until the same, together with the certificate of the reason aforesaid of its being taken, were sealed up by me, and directed to the district court of the U. States for the northern district of Alabama, at Huntsville, and that the same was deposited by me in the P. O. at Edgefield court house aforesaid.

Sealed and directed as aforesaid.

A. P. BUTLER, *Associate judge.*

April 27th, 1840.

UNITED STATES OF AMERICA,
District of South Carolina, Edgefield court house.

William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants,
vs.
George M. Savage, executor of Samuel Savage, deceased, defendant.
} In equity.

657.

In the district court of the United States for the northern district of Alabama.

To Henry H. Cumming, esq., attorney for William Taylor and others, complainants in the above stated case:

Sirs: You are hereby notified that John S. Jeter, Matthew Mims, A. B. Addison, Oliver Towles, and William Garrett will be examined, *de bene esse*, before me at the court house in Edgefield district, on Monday, the 27th of April instant, at ten o'clock in the forenoon, as witnesses for the above named defendant, according to the act of Congress in such case made and provided, at which time and place you will be entitled to be present, and to put interrogatories to the said witnesses.

Given under my hand this 23rd day of April, in the year of our Lord eighteen hundred and forty, April 23rd, 1840.

A. P. BUTLER,
Associate judge of So. Ca.

Endorsed—I acknowledge due and legal service of the within notice, this 23rd April, 1840.

HENRY H. CUMMING,
Attorney for William Taylor & others.

The account of sales referred to in A. B. Addison and O. Towles' deposition.

2 tracts land, 781 acres	$1 62½	E. Morgan, Amos Dubbose	$1269 13
1 do do 290 do	87	Benjamin Grumbles	252 30
1 do do 224 do	56¼	William Morgan	126 00
1 do do 338 do	4 25	William Olds	1436 50
1 do do 193 do	5 01	William Hall	966 93
1 lot called Rowan's	35 00	Peter Robertson	35 00
1 tract land, 124	33	John Delaughter	40 92
Houses and lots in Campbletown	500 00 313 00	Mason Garrett Re-sold to Geo. Pearson	313 00
4 days' fishing at Stephen's ck.		Christian Breithaupt	780 00
⅓ cow shoal fishery		James Jones	79 00
Taylor's fishery		George Adams	73 00
27 sheep	3 34	James Gardner	90 18
1 sorrel horse	71 00	William Jackson	71 00
1 riding do	40 00	Duncan Mathison	40 00
1 horse, Buck	44 00	John Glascock	44 00
1 do Pocket	67 00	William Olds	67 00
1 do Rock	25 00	P. Prince, Reub. Clouds	25 00
1 do Grumble horse Re-sold at	28 00 22 75	Tho. Ga. Watkins Samuel Savage	22 75
1 horse called Twigg	1 00	Cash	1 00
1 mule	93 00	Sam'l Lowther	93 00

ACCOUNT OF SALES—Continued.

1 mule	100 00	Ketch Penny, Wm. Garrett	$100 00
1 do	74 00	Felix McKinne	74 00
1 do	81 00	Wm. Garrett	81 00
1 do	71 00	F. McKinne	71 00
1 do	105 00	Wm. Garret	105 00
1 do	79 00	F. McKinne	79 00
1 do	92 00	Do do	92 00
1 waggon	88 00	George Walker	88 00
1 cart	7 50	George Pearson	7 50
1 ox ditto	12 25	Thomas Webster	12 25
17 goats	1 50	Tho. Watkins, 27 to Leroy Hammond, jr.	21 76
Re-sold	1 28		
5 head cattle	51 00	Thomas Glascock	40 00
Re-sold	40 00	Amose Dubose	
5 head cattle	41 00	Reuben Cloud	41 00
5 do do	30 00	Lewis Holloway	30 00
5 do do	24 25	John Curry, sr.	24 25
5 do do	21 50	Do do	21 50
5 do do	20 00	Do do	20 00
5 do do	17 00	Do do	17 00
2 do do	15 50	For 5 do do	6 20
1 yoke oxen	49 50	E. Murphey	49 50
1 do do	49 00	Do do	49 00
1 do do	23 00	John Moragne	23 00
1 lot of 12 hogs		E. Murphey	67 25
1 do 10 do		Do do	61 25
1 do 11 do and shoats		Leroy Hammond, jr.	18 00
1 lot of 8 hogs		John Glascock	51 00
1 do 8 do		A. Rogers	35 50
1 do 8 do		Wm. Thomas	20 25
1 sow and 2 pigs		Do do	8 00
1 lot 14 hogs and pigs		Wm. Olds	42 00
1 do 8 do as they run		Benj. Grumbles	2 00
1 40 saw cotton gin		Wm. Garret	34 00
1 old do do		Do do	2 00
1 lot all the cotton seed		Jno. Gray, jr.	1 00
1 waggon		Robert Livingston	100 00
1 chair and harness		Samuel Savage	250 00
1 large grindstone		Jacob Danforth	7 50
1 small do		E. Murphey	8 00
1 small copper still		Wm. Evans	30 00
1 large do do		Samuel Savage	67 00
Negro man Charles		Wm. Samuel	270 00

ACCOUNT OF SALES—Continued.

Negro boy Bartley		Wm. Shaw pr. T. Coxe	$400 00
Do do Jim		Lewis Calfrey	275 00
Negroes Cuff & Rachael		James Gardner	965 00
Negro man Dave		Wm. Garrett	181 00
Do do Harry		James for Thos. Gardner	306 00
Do Holliday, his wife & two children		Do for do do	1252 00
Do Jack, his wife and four children		John Key	1163 00
Do boy Sam		James Day	358 00
Do do Nelson		Richard Quarles	500 00
Do do Romeo		Wm. Garret	406 00
Do man Dick		Moses Tullis	205 00
Negro boy Bill		Benjamin Hightower	520 00
Do do Abner		Benjamin C. Yancy	390 00
Do do Marcus		James Day	363 00
Do man Charles & tools		Thomas McKie	1220 00
Do girl Rhina		Sampson Butler	412 00
Do man Tom & wife } Cressy, re-sold }	811 00 766 00	Leroy Hammond, jr., to Isaac Laroche	766 00
Negro boy Jimay		Felix McKinne	450 00
Negro man Gabe		Benjamin M. Runnels	700 00
Do woman Amy		John Wooten, jr., A. Richardson	331 00
Do boy John		Musco Livingston	436 00
A lot axes		E. Murphey	16 50
A grindstone		Frederick Hill	8 00
Lot small do 2 spades		Wm. Thomas	5 00
Do axes, hoes, &c., &c.		Wm. Garrett	14 25
Do sundries		Henry Millen, jr.	2 00
Do scythes and cardles		Wm. Garrett	5 75
Do 11 axes and 1 hoe		John Terry	16 00
Do 4 ploughs		Thomas Key	4 25
Do 2 do and coulter		Wm. Garrett	7 00
Large beam		Allen Addison	3 00
1 wheelbarrow		Charles Hammond	1 00
1 cross cut saw		Alexander Stewart	6 25
Lot 4 ploughs		William Garrett	6 75
Lot 4 do		Do do	4 25
1 jack screw		Robert Fraser	5 00
1 pr. cart wheels		E. Doolittle	7 00
Grubbing hoe, axes, &c.		Cash rec'd	2 00
Garden rake, hoes, &c. &c.		Wm. Garrett	11 00
Lot waggon gear		Do do	6 00
A truck cart		John Gray, jr.	11 25

ACCOUNT OF SALES.—Continued.

An empty puncheon				George Hancock	$2 50
A barrel with lime		3	12½	Covington Hardy	3 12
1 do shad				James Mosely	12 50
1 do do				Isaac Randolph	11 00
1 do do				Do do	11 50
1 seine twine				Felix McKinne	20 00
2 barrels flour				Leory Hammond, sr.	14 00
2 do do				Isaac Randolph	13 50
2 do do				Do do	13 50
1 do do				John Gray, jr.	7 25
225 lbs. iron	*a*		08	Isaac Randolph	18 00
4 shear molds				John Grumbles	4 88
95 pounds German steel	*a*		27	Briton Mims	25 65
120 do do do			30½	Isaac Randolph	36 60
54 lbs. blistered do			13¼	Wm. Garrett	7 15
1 keg tobacco				Austin Bunch	8 00
1 do do				Henry Tate	3 37
1 do do				Benjamin Daves	4 25
1 do do				George Hancock	3 50
1 do do				Wm. Harden	3 00
A lot ropes				John Gray, sr.	13 00
16 yds. baggin				Do do	6 40
49 lbs twine				Felix McKinne	19 60
A lot sundries				George Hancock	2 25
1 wire sieve				John Gray, jr	1 25
1 lot rye, &c.				Wm. Garrett	56
1 keg barley				Duncan Matheson	31
1 lot jugs				Robert Hardy	2 75
1 chest tools, &c.				Thomas Webster	20 75
1 saddle and bridle				Wm. W. Williams	30 25
16 doz quart bottles	*a*		60	Allen Addison	9 60
30 gallons brandy	*a*		90	Do	27 00
7 do do		1	00	Leroy Hammond	7 00
27 do do		1	00	William Mintere	27 00
20 do do		1	03	Cook, black man	30 90
30 do do		1	06	Isaac Randolph	31 80
1 large barrel rye				Robert Hardy	1 56
2 casks lime in a lot				Wm. Garrett	7 00
5 bushels salt	*a*	1	00	Wm. W. Williams	5 00
1 large pr steelyards				Saml. Savage	6 25
1 small pr do				Do	3 25
1 do do				George Adams	1 75
1 do do				Wm. W. Williams	2 06
1 do do				Leroy Hammonds, sen.	75

ACCOUNT OF SALES.—Continued.

1 lot measures, funnels, &c.			William Quarles	$2 00
1 jug honey			Wm. W. Williams	2 31
1 do do			John Gray, jr.	3 75
1 do do			Wm. Ross	3 75
1 do do			James Adams	2 00
1 do do			Michael Shannon	2 50
1 do do			William Morgan	2 75
1 do do			George Adams	69
1 demijohn honey			Patrick McDowell	7 06
1 do do			Duncan Matheson	5 25
1 lot 3 jars			Cash to J. Savage	1 94
68 pounds wool		68	George Hancock	27 88
1 lot ear bells, cocks, axe, &c.			Wm. Morgan	3 13
1 cask vinegar			Wm. Garrett	3 50
1 lot leather, &c. &c.		1 94	Geo. Adams 1 00 Wm. Morgan 94	1 94
1 lot 3 empty barrels			James Adams	1 62
1 do do do			Wm. Morgan	1 19
1 pair sad irons			John Gray, jr.	81
1 lot of 5 reap hooks			Livingston Gardner	1 06
1 do 3 beehives			William Harden	5 50
1 do 3 do			Amos Dubose	2 25
1 do 4 do			Do	5 94
1 do bee gums			Do	1 00
1 do lumber			Do	3 75
1 do 20 mobby stands			A. Stewart	5 38
1 do 2,300 ft. lumber			William Hall	9 00
150 bushels corn		66	Leroy Hammond	99 00
200 do do		66	L. L. Hammond	132 00
27 bales 8551 lbs. cotton		10	Isaac Randolph	855 10
1 easy chair			Robert M. Combs	30 50
1 bedstead and furniture			Samuel Panton	38 50
1 do do			Lewis Calffrey	40 00
1 do do			George Adams	79 00
1 do do			Cook, black man	40 00
1 bathing tub			Reuben Reid	8 00
1 secretary			Patrick McDowell	30 00
1 hammock			Simeon Cleuny	5 00
1 doz. chairs			Barksdale Gardner	24 50
1 lot window curtains			George Adams	14 00
1 settee			William Morgan	6 00
1 lot mahogany tables			Richard Quarles	45 50
1 round do do			George Adams	9 75

ACCOUNT OF SALES.—Continued.

1 round mahogany table	George Adams	$7 00
1 lot bedsteads, paint, &c.	George Pearson	3 00
1 pine table	Do	75
1 maron case	James Adams	5 00
1 spy glass	Duncan Matheson	11 00
1 lot likenesses and frames, 16	Wm. Garrett	30 00
1 pr oval looking-glasses	Chas. Hammond	12 25
1 thermometer	Wm. Garrett	9 25
1 pr candle shades	Lewis Calffrey	15 50
1 lot dishes, plates, &c.	Benj. Hightower and E. Richardson	4 00
1 do knives, forks, &c.	John Gray, sen.	5 00
1 do candlesticks	Jeremiah Bussey	4 00
1 do china and tea tray	Samuel Savage	9 00
1 looking-glass	Cash to S. Savage	1 50
1 close box	R. McCombs	9 50
1 warming pan	Do	2 25
1 pr pistols with bayonets	Wm. Ross	25 00
1 pr do	John Gray, sen.	15 75
1 pr do and holsters	Stephen Garrett	24 50
1 double barrel gun	Duncan Matheson	31 00
1 single do	George Pearson	6 50
1 backgammon table	Duncan Matheson	2 06
1 wine cooler and spitting pan, &c.	John Gray, sen.	2 00
Laws of executors, 1 vol.	Cash to J. G. jr.	1 50
Encyclopedia, 36	Patrick McDowell	46 00
Domestic do	William Garrett	16 00
Blair's Sermons	Joshua Key	4 25
Scottish Chiefs	William Garrett	2 00
Baron Detor	Do do	1 50
Vassal's Husbandry	George Pearson	2 31
Henry Fielding	William Garrett	5 75
Peregrin Pickle	John Tarrance	3 50
Humphrey Clinker	William Garret	1 25
Adams' Defence	Lewis Hammond	2 00
Don Qixotte, 3 vol.	to McKinne, pr. R. Campbell	2 25
History of Man	Jeremiah Bussey	4 00
Military Dictionary	George Pearson	1 31
Medical Companion	Amos Dubose	3 00
Do do	A. Edwards	2 25
Pindar's works	John Tarrance	2 50
One volume	Cash to J. G. junr.	1 75

ACCOUNT OF SALES.—Continued.

Trader's Guide		William Garrett	$0 31
Peter Porcupine		George Pearson	63
Staunton's Embassy		Henry Tate	2 62
History of Ireland		William Garrett	1 25
Barkley's Apology		George Pearson	1 06
Tradesman Dictionary		Do do	56
Mair's Book-keeping		A. Edwards	1 06
Read's Digest		Simon Clemments	56
Dunkuler's Gibraltar		Cash to J. G. jr.	1 50
A large book		Jeremiah Bussey	2 06
A lot of 3 small books		L. L. Hammond	1 75
Jones' Book-keeping		Joshua Key	56
System Agriculture		John Gray, sen.	50
A lot 3 books		William Garrett	3 00
1 do do		Duncan Matheson	2 00
1 do do		Joshua Key	1 00
1 do do		Wm. Garrett	62
1 Dictionary		Alex. Addison	56
Map of the U. S. A.		William Garrett	5 25
1 pr. fire dogs, shovel and tongs		George Pearson	10 25
1 do do do cannister and chamber pots		Enos Howard	1 25
1 sett castors		William Garrett	5 25
1 lot glass ware		A. Edwards	3 62
1 trunk medicine		Cash to J. G. jr.	1 38
1 map of the U. S. A.		George Peason	56
1 sett money scales		Richard Quarles	2 25
1 mahogany sideboard		John Curry, senr.	35 75
1 pr. saddle bags		Barksdale Gardner	4 81
1 do do		John Curry, senr.	2 00
1 iron chest		Duncan Matheson	50 00
1 bear skin		Wm. Ross	3 75
1 desk with drawers		J. Bartree	18 19
1 table		Robert Heardy	1 69
Kitchen furniture		John Gray, senr.	29 00
1 spinning wheel		Benj'n Floyd	2 37
1 do do and cards		Cash J. G. jr.	1 56
1 trunk		William Ross	3 00
1 silver watch		Samuel Savage	25 50
1 tea tray, flints, &c.		Enos Howard	1 94
149 lbs. iron, *a*	8	Briton Mims	11 92
10½ bushels peas	75	William Hull, pr. J. G. jr. $4	7 88
3 do do	75	John Gray, jr.	2 25

ACCOUNT OF SALES.—Continued.

7 old chairs		James Jones	$4 06
1 lot ironmongry		Enos Howard	3 81
1 pr. money scales		Samuel Savage	4 50
1 lot sheets, &c.		John Bartree	2 50
Oil cloth		George Pearson	1 12
1 lot phials, &c.		Cash to J. G. jr.	62
Chamber pots, &c.		L. L. Hammond	81
114 gallons brandy		Thos. S. Oliver	114 00
A half bushel		William Ross	1 13
A cask with Madr. wine		E. Howard	8 00
1 lot straw and fodder	950	Duncan Matheson	1 00
2 iron wedges		George Livingston	
3 bales cotton, 949 lbs. *a*	10	Cash to R. C.	1 12
1 keg tobacco † 211,121	4	Isaac Randolph	94 90
1 do do † 136,139	7	Patrick McDowell	4 84
1 keg tobacco 81	6⅓	A. B. Addison	9 73
1 do do † 56,136	6¾	Livingston	5 26
1 do do 180,135	7¼	A. B. Addison	8 50
1 large beam scales and weights		Do do	9 79
40 bales 13,706 lbs. cotton	10	Joseph Hutchinson	27 00
1 lot 1 jug and phials, &c.	68¾	Patrick McDowell, J. Hutchinson	1370 60
Half a barrel of fish		Cash to S. Savage	69
		Stephen Garrett	5 00
			$24011 46

The above is a correct statement of the sales made by us the 20th, 21st, 22d, 23d, and 24th January, 1812, as the property of William Forbes Taylor, dec'd, of Edgefield, South Carolina.

SAM'L SAVAGE,
PATRICK McDOWELL,
WM. ROSS,
DUNCAN MATHESON.

SOUTH CAROLINA, *Edgefield district:*

By Oliver Towles, esq., ordinary of Edgefield district.

I do hereby certify, that the foregoing seven pages contain a true copy of the original sale bill of William Forbes Taylor, deceased, now of record in my office.

Given under my hand and seal of office, this 27th day of April, 1840.

[SEAL.] OLIVER TOWLES, *O. E. D.*

Trans. of pet. by S. Savage, ex.

SOUTH CAROLINA, *Ninety-six district:*

In equity. To his honor, Judge Garland, esq., one of the judges of the court of equity in the said State:

The humble petition of Samuel Savage sheweth, that your petitioner is one of the executors of the late William Forbes Taylor, deceased, that the said deceased died seized and possessed of a very considerable real and personal estate, and that the personal estate, and some of the real property, by the direction of the will of the deceased, was sold on a credit, and the notes, to a considerable amount, have been received; that this money is bequeathed to some near relations of the deceased, residing in Scotland; that in all probability a very considerable time will elapse before these legacies are demanded; that while your petitioner is anxious to do all in his power to advance the legacies thus given, he is also desirous of incurring as little responsibility as possible. The sum in his hands is considerable, and his duty to himself and family requires that he should not incur responsibility, either by neglect of his duty to those entitled to this money, or by any injudicious endeavor on his part to increase the legacies, by lending the money out at interest, or investing it in any other way he might conclude advantageous. In order, therefore, to do every justice to the objects of the bounty of his deceased friend, and also to lessen the responsibility of himself as much as possible, he humbly prays that your honor would make such order in the premises as shall seem equitable and just, and will indemnify your petitioner; and he will ever pray, &c.

YANCY & LOMAX,
Pro petitioner.

On reading the above petition, and on motion, ordered, that the petitioner lend out the money mentioned in the petition, on a credit of twelve months, on such good security as he may approve of.

14*th February*, 1815.

THE STATE OF SOUTH CAROLINA, *Abbeville district:*

I, Benjamin Y. Martin, commissioner in equity for Abbeville district, formerly denominated Ninety-six district, do certify, that the foregoing page contains a true copy of the original, of record in my office.

Given under [my] hand and official seal, this, the twenty-first day of April, in the year of our Lord one thousand eight hundred and forty, and in the sixty-fourth year of the declaration of American independence.

BENJ. Y. MARTIN, *E. E. A. D.*

I, Job Johnson, one of the chancellors of the State of South Carolina, and the presiding judge of the court of equity for Abbeville, (formerly Ninety-six,) district, in said State, do hereby certify, that Benjamin Yancy Martin, whose name is subscribed to the foregoing attestation, was, at the date thereof, the commissioner and register of said court, and

that full faith and credit are due to his attestation as such, and that the said attestation is in due form of law.

Given under my hand, the twenty-fifth day of April, in the year of our Lord eighteen hundred and forty.

J. JOHNSTON.

Extracts, &c., referred to in W. Morgan's deposition.

Estate of William F. Taylor.

1812.			1812.		
Oct'r 13	To cash -	100 00	Sept. 14	By depos. -	770 00
14	do -	400 00			
19	do -	151 60			
27	do -	118 40			
		770 00			770 00

Samuel Savage.

1813.			1813.		
June 21	To cash -	150 00	May 12	By cash -	1,600 00
1814.			1814.		
Nov'r. 2	do -	4,000 00	April 9	do -	3,450 00
1815.					
Feb'y 8	do -	900 00			
		5,050 00			5,050 00

Wm. F. Taylor.

1811.			1811.		
Oct'r 24	To cash -	2,000 00	July 1	By cash -	3,000 00
1812.					
Feb. 17	do -	1,000 00			
		3,000 00			3,000 00

Esta. Wm. F. Taylor.

1816.			1815.		
March 4	To cash -	87 50	May 30	By cash -	87 50

GEO. W. MORGAN,
Assistant book-keeper.

UNITED STATES OF AMERICA,
District of Georgia, city of Augusta:

William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants,
vs.
George M. Savage, executor of Samuel Savage, deceased, defendant.
} In equity.

In the district court of the United States for the northern district of Alabama.

To Henry H. Cumming, esq., attorney for William Taylor and others, complainants, in the above stated case.

SIR: You are hereby notified that Peter Bennock, George W. Morgan, and Henry H. Cumming, and William W. Holt, will be examined *de bene esse* before me, at the office of William W. Holt, esq., in the city of Augusta, on Wednesday, the 22d day of April, instant, at half past four o'clock, in the afternoon, as witness for the above named defendant, according to the act of Congress in such case made and provided, at which time and place you will be entitled to be present, and to put interrogatories to the said witnesses.

Given under my hand this 22d day of April, in the year of our Lord eighteen hundred and forty.

J. W. WILDE, *Judge Com. Pleas.*

I acknowledge service of the above notice, and consent that the examination proceed without delay at the time appointed, waiving all exceptions for shortness of time. 22d April, 1840.

HENRY H. CUMMING,
Attorney of Complainants.

Agreement referred to in P. Bennock's deposition.

GEORGIA, *city of Augusta:*

Whereas, Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, and Samuel Taylor, brother of the said William F. Taylor, deceased, for himself, and in behalf of his sister Mary Rainey and her husband William Rainey, of Scotland, being desirous of adjusting the affairs of said estate so far as have come to the hands of the said Samuel Savage, consent and agree that the said executor shall pay over to the said Samuel Taylor, at this time, as much money as he can spare, and on or before the first of April ensuing, to pay over all the monies that may be collected on account of said estate. The said Samuel Taylor for himself, and in behalf of his said sister Mary and her said husband, doth hereby consent and agree, on receiving from the said executor all

the money that can be collected by the first of April next, to allow the said executors two years from this time, to close the remaining business of said estate; and for the money heretofore deposited in the Bank of Augusta, and which has since been put out at interest; no interest will be required of the said executor for said money, during the time the same remained in bank; and on all money which may be collected hereafter by the said executor no interest will be required, provided the same shall be paid over to the said Samuel Taylor or his lawful agent, in a reasonable time after the same shall have been collected. The said executor hath permission to compromise all doubtful claims or debts due to the said William F. Taylor in his lifetime, or any litigated cases relating to the recovery of lands in South Carolina.

Given under my hand this 9th of February, 1816.

SAMUEL TAYLOR, *for himself, and for my sister Mary Rainey, and William Rainey her husband.*

Test: NICHOLAS WARE.

Receipt referred to in P. Bennock's deposition.

Received, Augusta, 9th February, 1816, of Mr. Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, five thousand three hundred dollars, on account of money collected due the estate of the said William F. Taylor, deceased.

SAMUEL TAYLOR, *for myself, and for Mary Rainey and her husband William Rainey.*

Test: NICHOLAS WARE.

Letter of John Taylor, referred to in P. Bennock's deposition.

Lessendrum, Drumblade, Aberdeenshire, August 7th, 1824.

Mr. BENNOCK: My dear sir, I am sorry to be informed your uncle Patrick McDowell, esq., dyed some time ago, which I did not know till of late, and wase rather surprised that the money wase not sent us that wase in his hands of the proceeds of my late brother's property, which wase about $1,500, as I under[stand.] You are one of Mr. McDowell's executors. I hope you will have the goodness to remite the money to us per first opportunity, as it has been a long time in his hands, and is high time to have the business of the estate in his hands wound up. Be so kind as to see if the notes that was in Eldred Simkins and Nicholas Ware's hands for collection be all collected or not; and there was a note that Mr. McDowell held of *of* about $400 on Mr. Samuel Savage. Write him if it is not paid, to pay it to you or Mr. David Hutchinson, along with the rest of the money in his hands, since he paid to Mr. Hutchinson, which we received safe; but the*ir* is a good deal more to collect or is collected; and see if Mr. Savage made any annual return to Mr. J. Simkins, clerk of the ordinary office, Edgefield, within three

years, and write me. Mr. *Mr.* Savage is gone back to the State of *Oehoio*. I doe not know his add*r*ess. Please write me on receipt of this. Wishing you long life and success in all your efforts.

I remain, dear sir, yours, with esteem,
SAMUEL TAYLOR.

Address Samuel Taylor, Lessendrum, Drumblade, by Huntly, Aberdeenshire, N. B.

Letter of S. Taylor referred to in P. Bennock's depo.

Lessendrum, Drumblade, by Huntly, Aberdeenshire, 8 Febr'y, 1825.
Mr. Bennock. Dear sir: I wrote you on 7 August last, which I hope you have received; and I am truly sorry to hear that our truly worthy friend, M'. Patrick McDowell, is dead some time ago, which I did not know *off* till of late, and was surprized that the money that wase in his hands was not remitted of the proceeds of our late brother's property, which wase about $1,500; and as I understand you are one of Mr. McDowell's executors, I hope you will have the goodness to remit the money to us pr. first opportunity, as it has been a long time in his hands after collection, and we wish the business closed as soon as possible. Please be so cind as see if the notes, that wase in Eldridge Simkins and Nicholase Ware's hands, for collection, be all collected; and there was a note on Mr. Savage of $400, in Mr. McDowell's hands, be collected; if not, write him to pay it to you or Mr. Hutchinson, along with the rest of the money in his hands, of the proceeds of my late brother's property, and remit it to us, and see if he has made any annual returns at the ordinary's office, at Edgefield, for these three years, or not; and let me know Mr. Savage is got back to the State of *Oehoioe;* and I *doe* not know his address. Please write me on receipt of this. Wishing you long life and success in all your efforts, I remain, dear sir, with great esteem,

Yours, truly, SAMUEL TAYLOR.

Add*r*ess Drumblade, by Huntly, Aberdeenshire, Scotland.

Dep. of P. Bennock's depo.

William Taylor
vs.
George M. Savage, executor of Samuel Savage, deceased.

STATE OF GEORGIA, *Richmond county.*

At the city of Augusta, in said county and State, on the 22 day of April, in the year of our Lord one thousand eight hundred and forty, before me, John W. Wilde, judge of the court of common pleas in and for the city of Augusta aforesaid, personally came Peter Bennock, George W. Morgan, Henry H. Cumming and William W. Holt, witnesses in a certain suit, depending in the district court of the United States for the northern district of Alabama, wherein William Taylor and others are complainants, and George M. Savage, executor of Samuel

Savage, deceased, is defendant, on behalf of defendant Peter Bennock, aged fifty years and upwards, being by me carefully examined and cautioned, and sworn to testify the whole truth of and concerning of the matters in controversy in said suit, did subscribe the following deposition, viz:

Peter Bennock deposeth and saith: I know Mr. Samuel Taylor of Scotland, and of the county of Aberdeen; I believe, and know, that he was in this city in the year eighteen hundred and sixteen; that he came here in the fall of eighteen hundred and fifteen, and left here in the spring or summer of the next year—he was reputed to be the brother and one of the heirs of William Forbes Taylor, late of Edgefield district, State of South Carolina, as he told me, for the purpose of settling with the executors of William F. Taylor. I remember to have heard him say, not long before he left here on his return home, that he had received some money from Samuel Savage, one of the executors of William F. Taylor; but what amount it was I cannot recollect. While Samuel Taylor was here, and proposing to leave, I heard him say either that he had appointed, or would appoint, Mr. Adam Hutchison as his attorney to settle with the executors of William F. Taylor the business of his estate. At this length of time I cannot be certain as to dates, but think I heard him speak on the subject both before and after he appointed Mr. Hutchison as his attorney, which I know he did. Mr. Samuel Taylor also requested me to act as his attorney, which I agreed to do, tho' only as to some land in Kentucky; but as it was never convenient for me to go to that State, I never acted as his attorney in the business of William F. Taylor's estate. I know that Mr. Adam Hutchison did so act, and have heard him say, whilst attorney for Mr. Samuel Taylor, that he had received from Mr. Samuel Savage, executor of William F. Taylor, a considerable sum. According to my recollection this was in the early part of the year eighteen hundred and eighteen, and that the sum was about ten thousand dollars. I have seen in possession of the defendant a receipt signed by Adam Hutchison as attorney for Samuel Taylor, William Rainey and Mary his wife, for ten thousand and thirty-seven dollars thirty-six and one-fourth cents, dated twenty-second April, eighteen hundred and eighteen, attested by John S. Jeter and M. Mims. I am well acquainted with Mr. Hutchison's handwriting, and know the signature to that receipt to be genuine. I was familiarly acquainted with Mr. Hutchison, from eighteen hundred and nine or ten until his death; he has been dead several years. When living he bore the reputation of a very correct and honest man. I am acquainted with the handwriting of Samuel Taylor from having corresponded with him, and I believe the annexed agreement, dated ninth February, eighteen hundred and sixteen, and attested by Nicholas Ware, to be signed by his, Samuel Taylor's, own proper hand, as is also the annexed receipt having the same date, and in like manner attested; the annexed letters are dated seventh August, eighteen hundred and twenty-four; the other, eighth February, eighteen hundred and twenty-five, are original letters addressed to me from the said Samuel Taylor, and the

Mr. Hutchison spoken of in both letters; but in one, called David Hutchison, is Mr. Adam Hutchison, his attorney here. I am the administrator of the estate of Patrick McDowell, who was one of William F. Taylor's executors, and have settled with the heirs of William F. Taylor for all that came to Mr. McDowell's hands, and now hold their full release and discharge.

PETER BENNOCK.

Deposition of G. W. Morgan.

George W. Morgan, aged about twenty-five years, being cautioned, sworn, and examined, deposed and says, that he is the assistant bookkeeper of the bank of Augusta, Georgia, and by virtue of his office has the custody of the books, in which the personal accounts of the customers of the *book* are kept; that he has examined the personal accounts of Samuel Savage, Wm. F. Taylor, and the estate of Wm. F. Taylor, and the annexed extracts signed by deponent are true and exact copies of said accounts as they stand recorded on the books of said *book*.

GEO. W. MORGAN.

Deposition of H. H. Cumming.

Henry H. Cumming, aged thirty-six and upwards, being cautioned, sworn, and examined, deposes and says, that he was personally well acquainted with Col. Nicholas Ware in his lifetime, and has been frequently present when Col. Ware was transacting business which required the signing of his name, and he presumes that he has frequently seen him write, but cannot undertake at this distance of time to swear positively that he ever saw him do so; that the fact of Col. Ware's having been a conspicuous citizen of Augusta, and for many years a member of the bar to which deponent also belongs, has rendered his signature perfectly familiar to deponent; that he has examined the two papers hereto annexed, viz: an agreement signed on the 9th day of February, 1816, by Samuel Taylor, for himself, and for his sister, Mary Rainey, and William Rainey her husband, and attested by Nicholas Ware, and a receipt given to Mr. Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, signed, dated, and attested as the said agreement, and is fully satisfied that the said papers and their attestation are in the handwriting of Col. Nicholas Ware, who is now dead.

HENRY H. CUMMING.

Deposition of W. W. Holt.

William W. Holt, being fifty years of age and upwards, deposeth and saith, that he was perfectly familiar with the handwriting of Col. Nicholas Ware, has frequently seen him write, and is confident that the signatures testified to by Henry H. Cumming *is* the previous deposition are in the handwriting of the said Nicholas Ware.

WM. W. HOLT.

STATE OF GEORGIA, *Richmond county:*

I, John W. Wilde, judge of the court of common pleas in and for the

city of Augusta, in said county and State, do hereby certify, that Peter Bennock, George W. Morgan, and Henry H. Cumming, and William W. Holt, the witnesses aforesaid, after being severally [and] carefully examined and cautioned, and sworn by me as aforesaid to testify the whole truth, did subscribe the foregoing and annexed depositions, by them severally given, after the same were reduced to writing by me; and I do further certify, that Peter Bennock, George W. Morgan and Henry H. Cumming, and William W. Holt, the witnesses aforesaid, live at a greater distance from the district court of the United States for the northern district of Alabama, at Huntsville, where said cause is pending, and the place of trial thereof, than one hundred miles, and that Augusta, the place of taking said depositions, is more than one hundred miles from Huntsville aforesaid. I do further certify, that William Taylor, William Rainey, Alexander Rainey, et al., the complainants and adverse parties in said cause, or any or either of them, do not reside, nor are they or either of them within one hundred miles of Augusta, the place of taking said depositions. I further certify, that a notification from me to Henry H. Cumming, esq., the attorney of the said William Taylor et al., to be present at the taking of the aforesaid depositions, and to put interrogatories, if he thought fit, was first made out by me and served on the said attorney as aforesaid, he being nearest to the place of taking said depositions, allowing time for his attendance after notified, not less than at the rate of one day, Sundays exclusive, for every twenty-five miles travel. I do further certify, that I am not of counsel, or attorney, or agent, or hire, to either of the parties in said cause, or in any way interested in the event of the said cause. And I do further certify, that the said depositions remained in my possession without alteration, until the same, together with the certificate of the reasons aforesaid of their being taken, were sealed up by me, and directed to the said district court of the United States for the northern district of Alabama, at Huntsville, and that the same was deposited by me in the post office at Augusta aforesaid, sealed and subscribed as aforesaid. From under my hand and seal the day and year aforesaid.

JOHN W. WILDE, [SEAL.]
Judge of the court of common pleas in and for the city of Augusta, Georgia.

UNITED STATES OF AMERICA,
District of Georgia and city of Augusta.

Between William Taylor, George Taylor, and others, complainants, and George M. Savage, executor of Samuel Savage, deceased, defendant. } In equity, in the district court of the United States for the northern district of Alabama.

To Henry H. Cumming, esq., attorney for the complainants in the above stated case.

SIR: You are hereby notified that Peter Bennock and Robert McDonald will be examined *de bene esse*, before me, at my office in this

city, on Monday, the nineteenth day of October instant, as witnesses for the above named defendant, according to the act of Congress in such cases made and provided, at which time and place you will be entitled to be present, and to put interrogatories to the said witnesses.

Given under my hand this 13th October, 1840.

J. W. WILDE,
Judge Com. Pleas, Aug., Ga.

Deposition of R. McDonald.

Samuel Taylor, et al.,
vs.
George M. Savage, executor of Samuel Savage, deceased.

STATE OF GEORGIA, *Richmond county:*

At the city of Augusta, in said county, on the nineteenth day of October, in the year of our Lord one thousand eight hundred and forty, before me, John W. Wilde, judge of the court of common pleas in and for the said city, came personally Robert McDonald and Peter Bennock, of said county, witnesses in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein Samuel Taylor and others are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant.

Robert McDonald, aged about forty-three years, being by me carefully examined and cautioned, and sworn to testify the whole truth, of and concerning the matters in controversy in said suit, did subscribe the following deposition, to wit: I have seen Christian Breithaupt write; am familiar with his handwriting, and say that his signature, as a witness to the annexed receipt, dated 26th March, 1816, for four thousand and seven hundred dollars, is genuine, and that the said Christian Breithaupt is now dead.

R. McDONALD.

Deposition of P. Bennock.

Peter Bennock, aged about fifty years, being cautioned, sworn, and examined, deposes and says: that he is acquainted with the handwriting of Samuel Taylor, having corresponded with him and seen him write, and that he can say, from that knowledge, that the signatures to the annexed receipt for four thousand seven hundred dollars, dated 26 March, 1816, and to the annexed letter of the same date, are in the handwriting of the said Samuel Taylor.

Upon the cross examination the said deponent says, that he does not believe that either the body of the said receipt, or letter, *as* in the handwriting of the said Samuel Taylor.

PETER BENNOCK.

GEORGIA, *city of Augusta.*

I, John W. Wilde, judge of the court of common pleas in and for

the said city of Augusta, do hereby certify, that Robert McDonald and Peter Bennock, the witnesses aforesaid, after being severally and carefully examined, cautioned, and sworn by me as aforesaid, to testify the whole truth, did subscribe the foregoing and annexed depositions by them severally given, after the same were reduced to writing by me. And I do further certify, that Robert McDonald and Peter Bennock, the witnesses aforesaid, live at a greater distance from the district court of the United States for the northern district of Alabama, at Huntsville, where said cause is pending, and place of trial thereof, than one hundred miles; and that Augusta, the place of taking said depositions, is more than one hundred miles from Huntsville, aforesaid.

I further certify, that a notification from me to Henry H. Cumming, esq., the attorney of the said William Taylor, and others, to be present at the taking of the aforesaid depositions, and to put interrogatories, if he should think fit, was first made out by me and served on the said Henry H. Cumming, esq., attorney as aforesaid, he being nearest to the place of taking said depositions—allowing time for his attendance after notified, not less than at the rate of one day, Sundays inclusive, for every twenty-five miles travel.

I do further certify, that I am not of counsel, or attorney, or agent, or kin, to either of the parties to the said cause.

And I do further certify, that the said depositions remained in my possession, without alteration, until the same, together with the certificate of the reasons aforesaid of their being taken, were sealed up by me, and directed to the said district court of the United States for the northern district of Alabama, at Huntsville, and that the same were deposited by me in the post office at Augusta aforesaid, sealed and directed as aforesaid.

Given under my hand and seal the day and year aforesaid.

JOHN W. WILDE, [L. S.]
Judge of the court of common pleas in and for the city of Augusta, Georgia.

Letter from S. Taylor to S. Savage.

EDGEFIELD, *March* 26, 1816.

Mr. SAMUEL SAVAGE.

SIR: You will be so good as to take of the estate of my deceased brother, Wm. Forbes Taylor, four hundred and two dollars and eighty-eight cents, with the interest which has accrued thereon, from the date of the sale of said estate, and place or put it to the best use for the benefit of your son William F. Taylor Savage, in schooling, and such books as he may want, and this shall serve and be your voucher from me on a final settlement of the estate.

I am yours, SAMUEL TAYLOR.

Receipt of S. Taylor.

So. CAR'A, *Edgefield d't.*

Received, March 26, 1816, of Samuel Savage, ex'or, four thousand

and seven hundred dollars, on account of the estate of Wm. Forbes Taylor, deceased. Witness my hand.

$4,700 00. SAMUEL TAYLOR,
For myself and for Mary Rainey, and her husband Wm. Rainey, legatees of said estate.

Test:
CHRISTIAN BREITHAUPT.

The evidence of Peter Anderson.

NEW ORLEANS, *4th Apr.*, 1841.

DEAR SIR: I cannot send a deposition, as you have not informed me of the court in which the suit is pending. I send you, however, a statement which, if of any importance, will, I have no doubt, be received by agreem't, as if sworn to. Some time in the year 1837, whilst Mr. Primrose, the agent for the heirs of William F. Taylor, was in Florence, I had an interview with him growing out of the claim he professed to have on Captain Savage, executor of the will of Taylor, who died, as is said, in South Carolina.

I had visited the residence of Capt. Savage, who resided in the country, and looked into his papers relating to the administration of the estate; and, on my return to town, it was—and at a public house or inn, in the town of Florence, kept by a Mr. Dyar—that the interview took place.

I well remember that, during the conversation we then had, I informed Mr. Primrose that Captain Savage would not compromise or arbitrate with him concerning the claim. Whether I was, in terms, directed by Captain Savage to say so to him or not, I do not, at this time, recollect.

The day or evening before I went to the country to see Savage, I had a conversation with Primrose, from which I gathered that he was willing to compromise, or refer the case to arbitrators. He told me he had been to see Captain Savage. I do not remember that he either told me, in direct terms, that he was willing to settle without recourse to law, or that he had proposed to Savage to do so; but, from what was said, the impression was left on my mind that his hopes of affecting a compromise would mainly depend on the results of my interview with Captain Savage; accordingly, after that interview took place, and as I believe on the evening of the same day, I informed him, as I have stated, that the claim would not be settled by arbitration or by compromise. As at this, my last interview with Primrose, nearly the whole of my conversation with him consisted in giving that information, the impression is very strong on my mind that in doing so I was making reply to propositions, and was acting by authority from Captain Savage.

Captain Savage, during my visit to him, and afterwards, expressed solicitude to put the matter without delay in a train for judicial decision. He proposed to indorse a writ, in order to accelerate an investigation. I never heard him express a wish to arbitrate or compromise the claim. The above statement is what at present I recollect; if it is not taken, I

can swear to it. You will have to furnish me the style of the court, &c., &c.

Yours, P. ANDERSON.

Agreement of counsel relative to P. A.'s evidence.

This letter, so far as it is competent testimony, is to be read on hearing of the case Taylor's heirs vs. Savage's executor, in the federal court at Huntsville, as if in the form of a deposition.

HOPKINS & McCLUNG,
23 Nov., 1841. *Solicitors for complainants.*

Harry Dillahunty's affidavit.

William Rainey, William Primrose and al.,
vs.
George M. Savage, executor of Samuel Savage, deceased.

Harry Dillahunty, agent for the defendant (George M. Savage) in the above cause, and whose wife is one of the legatees under the will of the said Samuel Savage, deceased, makes oath, that since the commencement of this suit he, as agent for the defendant, has been to South Carolina and Georgia, at two different times, in search of proof in defence of the above suit, and, among other things, found of record in the courts therein mentioned, the copies of the powers of attorney marked G and K, in the answer of the defendant in said suit; which, together with the authentication thereof, are made a part of the affidavit. Upon one of said visits to South Carolina and Georgia, the defendant, George M. Savage, accompanied affiant, and they both examined, with great diligence and care, for the original powers of attorney, of which the above exhibits purport to be copies. They searched specially in the offices of the courts where said powers are recorded, and saw and enquired with diligence of one Peter Bennock, the executor of Patrick McDowell, one of the attorneys in the power K, and enquired for Adam Hutchison, the attorney in the power G, and found that said Hutchison had been dead for many years, had died insolvent, and had no personal representative, and that the widow of said Hutchison had removed and resided in Salsbury, North Carolina; whereupon affiant caused *said* defendant to address two letters, at different times, to the widow of said Hutchison, at Salsbury aforesaid, making special enquiry for said original powers, and for the papers of said Hutchison; to both of which the widow of said Hutchison answered that said powers could not be found, were not in her possession or knowledge, and that after her husband's failure in business he had burned most of his papers; affiant saw said letters and answers. Affiant and defendant have made diligent enquiry of all others likely to know, where said powers were likely to be found; but in all failed to hear of or find the same. He wrote to Robert Raymond Read, Governor of Florida, the attorney who was supposed to have some knowledge upon the subject, and received from him for answer that he did not know where said powers were. Complainants have

been notified in the defendant's answer to produce the power K, but failed to do so; under these circumstances affiant has procured authenticated copies as aforesaid, to be filed, and states expressly that he and defendant have been wholly unable to procure or find where said originals are; he expressly states that he saw, when in South Carolina and Georgia, the records of which said exhibits are transcripts. Affiant was advised by counsel of eminence in South Carolina, that the laws of said State authorised the admission to record in said courts, powers proved and authenticated as aforesaid, and that the same was properly admitted to record, and in the proper office; he therefore prays that these his grounds for recording said copies be received and filed, and that he be allowed to use said copies on the trial of this cause as the original; this is asked alone for justice.

HARRY DILLAHUNTY,
Agent for G. M. Savage, ex'or of Samuel Savage, dec'd.

Subscribed and sworn in open court, this 19th May, 1842.

B. T. MOORE, *Clerk D. C.*

Power of attorney from S. Taylor to A. Hutchison.

Letter of attorney.

GEORGIA, CITY OF AUGUSTA.

Samuel Taylor to Adam Hutchison and Peter Bennock:

Know all men by these presents, that I, Samuel Taylor, of Scotland, in the kingdom of Great Britain, but at present of the city of Augusta, and State aforesaid, have ordained, constituted, and appointed, and by these presents doth ordain, constitute and appoint, and, so far as I am authorised, do ordain, constitute, and appoint for my sister, Mary Rainey, and her husband William Rainey, also of Scotland, Adam Hutchison, and Peter Bennock, or either of them, my true and lawful attorney, and, so far as I can, the true and lawful attornies of my said sister and her husband, to ask, demand, sue for, recover all, and receive all, such sum or sums of money which were, are, or may become due and owing to the estate of the said William F. Taylor, deceased; on receipt thereof, *the* execute and deliver receipts or other discharges for the same, and also to sue for or prosecute all actions necessary for the recovery of a real estate in the State of Kentucky belonging to me and my sister, and her husband William Rainey, and for the recovery of which a suit is now pending in the State of Kentucky; and I do for myself, and so far as I am authorised, ratify and confirm whatever my said attorneys, or either of them, may do or cause to be done in the premises; and I do by these presents, so far as I am authorised, revoke, annul, and set aside, a power of attorney here before made and executed by my said sister and her husband William Rainey, to Patrick McDowal, of the city of Augusta aforesaid.

Given under my hand and seal, this 2 April, 1816.

SAMUEL TAYLOR. [SEAL.]

Test: NICHOLAS WARE.

SOUTH CAROLINA, *Edgefield district:*

Personally appeared before me, Nicholas Ware, and made oath on the holy evangelist of Almighty God, that he did see Samuel Taylor sign, seal, and deliver, the power of attorney on the preceding pages to Adam Hutchison and Peter Bennock, and did sign the same as a witness.

Sworn to before me, this 20 day of April, 1818.

NICHOLAS WARE.

Recorded 22nd April, 1818.
W. JETER, *Q. W.*

THE STATE OF SOUTH CAROLINA, *Edgefield district:*

I, George Pope, clerk of the court of common pleas and general sessions for the district and State aforesaid, do hereby certify the foregoing to be a correct copy of a letter of attorney, or instrument of writing, from Samuel Taylor to Adam Hutchison and Peter Bennock, as will appear by the record of book M. M., page 57, remaining in the clerk's office of the district aforesaid.

In witness whereof, I have hereunto set my hand, and affixed my [L. S.] seal of office at Edgefield court house, this 17th day of August, A. D. 1839.

GEO. POPE, *Clerk.*

THE STATE OF SOUTH CAROLINA:

I, A. P. Butler, one of the judges of the court of common pleas and general sessions for the State aforesaid, and presiding judge of the said court in Edgefield district aforesaid, do hereby certify, that George Pope, who has signed the foregoing certificate, was at the time of signing the same, and is now, clerk of the said court and recorder of mesne conveyances for Edgefield district aforesaid; that full faith and credit are, and of right ought to be, given to his attestations as aforesaid.

Given under my hand at Edgefield court house, this 17th day of August, 1839.

A. P. BUTLER,
Associate judge of South Carolina.

THE STATE OF SOUTH CAROLINA:

[L. S.] By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

Patrick Noble, to all to whom these presents shall come:

Know ye, that George Pope, whose seal and signature appear to his certificate on the sheet of paper hereunto annexed, is, and was at the time of signing said certificate, clerk of the court of common pleas and general sessions, ex-officio register of mesne conveyances in and for the district of Edgefield and State aforesaid; and that A. P. Butler, whose signature also appears to his certificate on the annexed sheet of paper, is, and was at the time of signing said certificate, one of the associate judges of the court of common pleas and general sessions for the State aforesaid, and presiding judge of said court in Edgefield district, and that

their certificates are in due form, and by the proper officers; therefore all due faith, credit, and authority is, and ought to be, had and given their proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the twenty-third day of August, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-fourth year of the independence of the United States of America.

By the governor: W. LABORDE,
Secretary of State.

STATE OF KENTUCKY, *Washington county, sct:*

At the house of Moses McCowan, in the town of Maxville, in said county, on the third day of July, eighteen hundred and forty, before me, John B. Smith, presiding judge of the county court of Washington county, in the State of Kentucky, came, personally, Henry Brown, John G. Mays, Jeremiah Lowe, Stephen W. Janes, Jesse Peter, Samuel Shoemaker, Heli Peter, Squire Baker, Harden Peter, Milbourn Hogg, William Hays, John H. James, John Lowe, James Mitchell, William Anderson, and James McDonald, witnesses in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendants, and aged about seventy-three years; and the said Henry Brown, the witness, being by me carefully examined, and cautioned, and sworn to testify the whole truth, of and concerning the matters in controversy in said suit, did subscribe the following annexed deposition, to wit:

Question 1st, by defendant. Mr. Brown will state what he knows in reference to William Primrose, as attorney of the heirs of William F. Taylor, deceased, having sold a tract of land in this, Washington county, on the waters of Long Lick creek, which was claimed by William F. Taylor in his lifetime. Have the heirs of Taylor sold said land, or has any one else sold it for them? Have you not purchased a part of it?

Answer. I believe he sold the whole of the land claimed by William F. Taylor, in his lifetime, in Washington county, amounting, as I think and believe, to four thousand and four hundred acres. I have his (Primrose's) deed for one hundred acres; the said deed s'd Primrose executed as attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sr., William Rainey, jr., Alexander Rainey, Elizabeth Rainey, and by Willis Blanton, adm'r with the will annexed, of William F. Taylor; the consideration paid s'd Primrose, as appears upon the face of said deed, was two hundred dollars, and the paper marked A, is a true copy of said original, which is herewith filed.

Nathaniel Baxer has this day applied to me for the original deed, to

be filed in said suit, and I have refused to let him have it. Said Baxer made application as attorney for the defendant. The four thousand four hundred acres of land, above spoken of, is in Washington county, Kentucky, which is all the land that was ever claimed by William F. Taylor in said county, so far as witness knows or believes.

his
HENRY ⋈ BROWN
mark.

(A.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the last will and testament of William F. Taylor, deceased, annexed, and Samuel Taylor and Isabella Lawson Taylor his wife, William Rainey, sen'r, William Rainey, ju'r, Alexander Rainey, and Elizabeth Rainey. The said Samuel, Isabella, Wm. Rainey, sen'r, Wm. Rainey, jun'r, Alexander and Elizabeth, by William Primrose, their attorney in fact, of the one part, and Henry Brown, of the county of Washington, of the other part, witnesseth: that the said Willis Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm., sen'r, Wm., jun'r, Alexander, and Elizabeth aforesaid, by their attorney, Wm. Primrose aforesaid, has, in pursuance and in conformity to the direction of the last will and testament of said William F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the consent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey, unto the said Henry Brown, in consideration of the sum of two hundred dollars by the said Henry Brown secured to be paid as required by said last will, the following tract or parcel of land, be the same more or less, being the tract of land on which said Henry Brown now resides, in the county of Washington aforesaid, and bounded as follows, to wit: Beginning at a beech tree, corner to Daniel survey, thence, with his line, north 30 east, 126 poles, to a poplar and beech in Buford's original line; thence north 85 east, 190 poles to a hickory, corner to James Head's; thence, with Head's line, south 30 west, 184 poles, to two beech trees and small dogwood; thence north 60 west, 104 poles, to the beginning, containing one hundred acres, be the same more or less; to have and to hold the said described tract of land to him, the said Henry Brown, his heirs and assigns forever; and the said Blanton, and Samuel Taylor and his wife, Wm. Rainey, sen'r, Wm. Rainey, ju'r, Alexander and Elizabeth, party of the first part, do covenant and agree to warrant and defend to the said Henry Brown, his heirs, and the said tract or parcel of land, against all persons claiming by, through, or under, the said William F. Taylor, deceased, but against the title of no other person whatsoever.

In testimony whereof, the parties of the first part have hereunto set their hands and seal the day and date above mentioned.

WILLIS BLANTON, [L. S.]
Adm'r with the will annexed of Wm. F. Taylor.
SAMUEL TAYLOR, [L. S.]
In presence of— ISABELLA LAWSON, [L. S.]
WM. RAINEY, Senior, [L. S.]
WM. RAINEY, Junior, [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE, their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of W. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Henry Brown, was produced to me in my office, and acknowledged by the said Blanton and Primrose, adm'r and attorney as aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book N, page 177.

Given under my hand, this 8th Sept., 1837.

WM. B. BOOKER, *Clerk W. cty.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from *from* the heirs of Wm. F. Taylor, deceased, by their attorney in fact, Wm. Primrose, and Willis Blanton, the adm'r, with the will annexed, of said decedant, to Henry Brown, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed, at Springfield, on Tuesday, the [L. S.] 30th day of June, 1840, and in the 49th year of *of* the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace of the county court of the county aforesaid, do hereby certify, that Wm. B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk of said county court, duly elected and qualified, and as such, credit is and might of right be given all his official acts and doings.

Given under my hand, as justice aforesaid, this the 39th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

Dep. of J. G. Mays.

And the said John G. Mays, aged about fifty-five years, being sworn, cautioned, and examined by me, states, that he believes that one Willis Blanton, adm'r, with the will annexed, of William F. Taylor, dec'd, and one William Primrose, as attorney in fact, for Samuel Taylor, Isabella Taylor, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, did sell the whole of the lands claimed by William F. Taylor, in his lifetime, in Washington county, Ky., amounting to four thousand four hundred acres, with perhaps the exception of about three hundred or four hundred acres, which he, said Primrose, claims, if he has not sold it; witness purchased of said Blanton, as adm'r aforesaid, and said Primrose, as agent aforesaid, a tract of land described in the deed of said Blanton, as adm'r, and said Primrose, as agent aforesaid, which said tract contains from two hundred and fifty to two hundred and seventy-five acres, and for which witness paid to said Primrose, as appears from the face of his original deed, the sum of eight hundred dollars. Witness further states, that the paper herewith filed, marked (B,) is a true copy of his original deed, and that Nathaniel Baxer, his attorney for defendant, has applied to him for the original deed to file in this suit, which witness refuses to let him have.

JOHN G. MAYES.

(B.)

This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, adm'r, with the last will and testament of Wm. F. Taylor, deceased, annexed, and Samuel Taylor, Isabella Lawson Taylor, his wife, Wm. Rainey, sr., and William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, Wm. Rainey, sr., Wm. Rainey, junior, Alexander, and Elizabeth, by Wm. Primrose, their attorney in fact, of the one part, and John G. Mays, senr., of the county of Washington, of the other part—witnesseth: that the said Willis Blanton, adm'r, as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm., sen'r, and Wm., jr., Alexander, and Elizabeth aforesaid, by their attorney Wm. Primrose aforesaid, has, in pursuance and in conformity to the directions of the last will and testament of said Wm. F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the assent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey, unto the said John G. Mayes, in consideration of eight hundred dollars, by the said Mayes secured to be paid as required by said last will, the following tract or parcel of land, be the same more or less, being in the county of Washington, and the same tract of land on which said Mayes now resides, in the county aforesaid, and bounded as follows, to wit: Beginning at a beech standing in Levi Lanham's west line, running thence north 60 degrees west, 202 poles, to two white oaks and a hickory, stand-

ing in said Mayes' west line; thence with said line north 2 degrees west, 210½ poles, to two beeches and sugar tree on a drain; thence down said drain, with its meanders, 81 poles, on a direct line to three beeches; thence north 2° west, 40 poles, to a beech, horn beam, and dogwood, on the bank of the north fork of Mayes' creek; thence up the same, with its meanders, to a blue ash, buckeye, and beech, corner to said Levi Lanham's land; thence with his line south 2 degrees east, 269 poles, to the beginning; to have and to hold the said described tract of land, to him, the said Mayes, his heirs and assigns, forever; and the said Blanton, and Samuel Taylor, and his wife, Wm. Rainey, junior, Wm. Rainey, sen'r, Alexander, and Elizabeth, party of the first part, do covenant and agree to warrant and defend the said Mayes, his heirs, &c., the said tract or parcel of land against all person or persons claiming by, through, or under the said Wm. F. Taylor, deceased, but against the title of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and date above mentioned, in the presence of—

WILLIS BLANTON, [L. S.]
Admr. with the will annexed of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA TAYLOR, [L. S.]
WM. RAINEY, senior, [L. S.]
WILLIAM RAINEY, junior, [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to John G. Mays, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney as aforesaid, to be their act and deed; and thereupon, at the request of said Mayes, the same is duly admitted to record in my office, in deed book N, page 151.

Given under my hand, 25th August, 1837.

WM. B. BOOKER, *C. W. C.*
By WM. H. CHEATHAM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, Wm. B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by their attorney in fact, William Primrose, and Willis Blanton, adm'r, with the will annexed of said decedant, to John G.

Mayes, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed, at Springfield, on Tuesday, the [L. S.] 30th day of June, A. D. 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; as such, credit is, and might of right be given [to] all his official acts and doings.

Given under my hand, this 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

Dep. of J. Lowe.

And the said Jeremiah Lowe, aged about thirty-four years, being by me cautioned, examined, and sworn to testify the whole truth, states, that he believes that in the year 1837, and since that time, the whole of the lands claimed by William F. Taylor, in his lifetime, in Washington county, Ky., amounting, as witness has always understood and believes, to four thousand four hundred acres, has been sold by one Willis Blanton, as adm'r, with the will annexed, of Wm. F. Taylor, dec'd, and one Wm. Primrose, as agent for the heirs of said Wm. F. Taylor, dec'd, with perhaps the exception of three or four hundred acres, and which said Primrose still claims, if he has not lately sold it; witness purchased of one William Ousley, attorney in fact for Wm. Primrose, a tract of land containing about 200 acres, for which witness paid the sum of seventy-two dollars and 66 cents; witness has got no deed for this land, but has paid Wm. Ousley's bond, as attorney for Wm. Primrose, for a deed. Witness refuses to let Nathaniel Baxer, attorney for defendant, have the use of his said bond to file in this suit. Witness states, that the paper herewith filed, and marked E, is a true copy of said bond.

JEREMIAH LOWE.

(E.)

As agent for Wm. Primrose, who is agent for Charles Chancy, of Pennsylvania, I have this day compromised with Jeremiah Lowe and Silas Hackerson, a certain ejectment brought by said Charles Chancy against said Silas Hickerson, in the federal court of Kentucky, and have received from said Silas nineteen dollars and one-third, and he has this day executed to said Wm. Primrose, his note for fifty-three dollars and one-third, payable the first day of August next, the consideration of said compromise. Now, as agent and attorney in fact, as above said, I covenant to loan, as the note aforesaid is paid, to convey to said Lowe and

Hickerson, all the right, title, and claim which said Chancy has to the lands now in their respective possessions, and for which said ejectment was brought. The conveyance to be made by me as attorney in fact aforesaid, by deed of quit claim on the part of said Chancey, or to be made by said Chancy or Primrose. The deed to contain no warranty of title, and is to be executed by me, as attorney in fact as aforesaid; but before the conveyance [is] made, the said Lowe and Hickerson are to furnish the boundaries of their respective parts.

Witness my hand and seal, this 6th of November, 1838.

WM. OUSLEY, [SEAL.]
Attorney in fact for Wm. Primrose,
who is att. in fact for Chas. Chancey.

I certify the within to be a true copy of the original bond, this day exhibited, July 3d, 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of J. Peter.

And the said Jesse Peter, aged about seventy years, being by me sworn, cautioned, and examined, states that he believes that the whole of the lands claimed by William F. Taylor, in his lifetime, in Washington county, Ky., or nearly the whole, has been sold in and since the year 1837, by one Willis Blanton, adm'r of Wm. F. Taylor, dec'd, with his will annexed, and one William Primrose, as agent or att'y in fact for the heirs of said Wm. F. Taylor, dec'd. Witness states that he purchased from said Blanton, as adm'r, and said Primrose, as agent or attorney aforesaid, in the year 1837, a certain boundary of land, which is set forth by his original deed, for which he paid, as appears upon the face of said deed, the sum of five hundred and twenty-five dollars. Witness states that, *witness states that* there are in his tract eighteen and one half acres more than he knew he had originally in his possession; and that for that he paid an extra price, so that the witness paid the said Primrose in all the sum of seven hundred and fifteen dollars; that being one hundred and ninety dollars more than the deed shows, and which one hundred and ninety dollars was paid for the surplus of land contained in his tract over and above what appeared to be in his deed from Alexander McDonald, and the heirs of Richard McDonald. Witness states that it is from information that he believes that Blanton, as administrator afsd., and Primrose, as agent or att'y aforesaid, has sold all the lands claimed by Wm. F. Taylor, dec'd, in Washington county, Ky. Witness states that Nathaniel Baxer, att'y for defendant, has this day applied for his original deed, to file in this suit, which witness refuses to let him have; but witness states that the paper herewith filed and marked (C), is a true copy of his original deed from Blanton and Primrose, as att'y or agent and adm'r as aforesaid. Witness states that the land embraced in his deed is a portion of that sold by Sam'l Savage to Alexander McDonald.

JESSE PETER.

(C.)

This indenture, made and entered into this twenty-first day of August, eighteen hundred and thirty-seven, between Willis Blanton, administrator of the last will annexed of Wm. F. Taylor, dec'd, and Samuel Taylor and Isabella his wife, Wm. Rainey, jun., Wm. Rainey, sen., Alexander Rainey, and Elizabeth Rainey, by their attorney in fact, Wm. Primrose, of the one part, and Jesse Peter, of the county of Washington and State of Kentucky, of the other part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent of the said Sam'l, Isabella, Wm. jr., Wm. sen., Alexander, and Elizabeth, by their said attorney, Wm. Primrose, has, in pursuance and in conformity to the will of said Wm. F. Taylor, dec'd, which will has been recorded in the county of Washington, bargained, sold, and conveyed, and by these presents, with the said concurrence of Sam'l, Isabella, Wm. jr., Wm. sen., Alexander, and Elizabeth, made and given by their said attorney, and in consideration of five hundred and seventy-five dollars, secured by the said Jesse Peter to be paid to the party of the first part, do bargain, sell, and convey *to* to the said Jesse Peter all that tract or parcel of land owned by the said Wm. F. Taylor, dec'd, at the time of his death, and contained in the following boundaries, to wit: Beginning at a large beech and sugar tree on Taylor fork, N. 35 E., 22 poles to a beech tree, corner to Milbourn Hogg; thence, with his line N. 31¼ E., 240 poles to two beeches and ash on Buford's line, and corner of Munford Peter; thence, with said Buford's line, S. 85 W., 220 poles to beech tree on said line, corner to Hardin Peter; thence, S. 28 W., 127 poles to two beech trees, Hardin Peter's *uper* corner on Taylor's fork; thence up said fork, with with its meanders, to the beginning, containing 188¼ acres, be the same more or less. To have and to hold the said tract or parcel of land to him, the said Jesse Peter, his heirs and assigns forever; and the said Willis Blanton, administrator aforesaid, and the said Sam'l, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant and defend the aforesaid tract of land to the said Jesse Peter, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, dec'd; but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and seals the day and date above written.

In the presence of, WILLIS BLANTON, [SEAL.]
Adm'r, with the will annexed, of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAWSON, [SEAL.]
WILLIAM RAINEY, Sr. [SEAL.]
WILLIAM RAINEY, Jr. [SEAL.]
ALEXANDER RAINEY, [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By WILLIAM PRIMROSE, [SEAL.]
Their attorney in fact.

STATE OF KENTUCKY, *Washington county, sct:*

I, Wm. B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof this deed, from Willis Blanton, adm'r with the will annexed of Wm. F. Taylor, dec'd, and Wm. Primrose, attorney in fact for the heirs of said Taylor, to Jesse Peter, was produced to me in my office, and acknowledged by the said Blanton and Primrose, adm'r and attor'y aforesaid, to be their act and deed. Thereupon, at the request of said Peter, the same duly admitted to record in my office, in deed book N, page 162.

Given under my hand this 1st September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing is a full, true, and complete copy of a deed, filed and recorded in my office, from the heirs of Wm. F. Taylor, deceased, by Wm. Primrose, their att'y in fact, and Willis Blanton, the adm'r with the will annexed, [to] Jesse Peter.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of *of* my said office, at Springfield, on Monday, the 29th day of June, and in the year of the Commonwealth 49th.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, set:*

I, John B. Smith, presiding justice of the peace in and for the county af'sd, do hereby certify, that Wm. B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and, as such, due faith and credit is, and might of right be, given [to] all his official acts and doings.

Given under my hand this the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of S. W. Janes.

At the same time the said Stephen W. Janes, about twenty-seven years old, being by me examined, cautioned, and sworn to testify the whole truth, states that the belief of all the tenants and occupants on the land which belonged to William F. Taylor, dec'd, is, that during, and since the year 1837, the whole of the land claimed by William F. Taylor, in Washington county, Ky., amounting, as witness is informed and believes, to four thousand and four hundred acres, has been sold by one Willis Blanton, adm'r of William F. Taylor, dec'd, with the will annexed, and one William Primrose, as attorney or agent for the heirs of said Taylor. Witness is satisfied that the said Primrose claimed the whole of said land. Witness states that he purchased from said Blanton and Primrose, as att'y or agent, and adm'r, aforesaid, a tract of land amounting to 177¾ acres, as set out in his deed from them, for which he secured to said Primrose the sum of two hundred dollars.

Witness states—Nathaniel Baxer, as att'y for the defendant, has ap-

plied to him for his original deed from said Blanton, as adm'r, and said Primrose, as att'y for the heirs of said Wm. F. Taylor, to be filed in this suit, which this witness refuses to let him have.

Witness states that the paper herewith filed and marked (D,) is a true copy of his original deed from said Blanton and Primrose.

STEPHEN W. JANES.

(D.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator with the will annexed of William F. Taylor, and Samuel Taylor and his wife Isabella, Wm. Rainey, ju'r, Wm. Rainey, sen'r, Alexander Rainey, and Elizabeth Rainey; the said Samuel, Isabella, Wm., sen., Wm., j'r, Alexander, and Elizabeth, by their attorney in fact, William Primrose, of the first part, and Stephen W. Janes, of the second part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and directions of the said Samuel, Isabella, Wm., sen'r, Wm., junior, and Alexander, and Elizabeth, their attorney, William Primrose, have, in pursuance of the directions of the last will of said Wm. F. Taylor, deceased, bargained and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, senior, William Rainey, junior, Alexander, and Elizabeth, given, and made by the*re* said attorney, do bargain, sell, and convey, unto the said Stephen W. Janes, in consideration of the sum of two hundred dollars, by the said party of the second part secured to be paid to the party of the first part, all that tract or parcel of land owned by William F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: Beginning at a stone marked with the letter C, the southeast corner of the lot of land laid off for the Hillsborough meeting, running thence west 6¼ poles, to another stone of said lot*t*, and on James R. Mitchell's, north and south; thence south, with said Mitchell's line, 36¼ poles, to a beech tree, Berry Lewis' corner, in said line; thence N. 86½ E., 20 poles, to said Lewis' corner; thence N. 8½ E., 31¼ poles, to two beeches on the *the* west side of a branch; thence S. 86½ E., 11 poles, to a stone at the end of a lane; thence S. 8 W., 41½ poles, to two beech trees at the forks of a branch, John James' corner; thence N. 66 E., 75 poles, to a stone and poplar bush, and near John Lowe's fence; thence N., with said Lowe's line, 114 poles, to two small sugar trees, Lowe's corner, in a branch; thence down said branch, with its meanders, 170 poles, to a beech tree, corner to said Lowe; thence S. 83 W., 42 poles, to a beech, corner to James R. Mitchell; thence, with his line, S., 120 poles, to a stone near the grave yard; thence E., 6½ poles, to another stone; thence south, 25½ poles, to the beginning, be the same more or less; to have and to hold the said tract or parcel of land to him, the said Stephen Janes, his heirs and assigns, forever; and the said Willis Blanton, administrator aforesaid, and the said Samuel, Isabella, Wm., sen., Wm., ju'r, Alexander, and Elizabeth, parties of the first part, do warrant, and agree

to warrant and defend, the aforesaid tract or parcel of land to the said Stephen Janes, his heirs, and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and date first above written.

WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of William F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Senior. [L. S.]
WM. RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of *of* the county court for the county aforesaid, do hereby certify, that on the day of the date hereof this deed from Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Stephen W. Janes, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book W, page 183.

Given under my hand this 11th September, 1837.

WILLIAM B. BOOKER, *Clerk.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of Wm. F. Taylor, by Wm. Primrose, their attorney in fact, and Willis Blanton, the administrator, with the will annexed, to Stephen W. James, is a true, full, and complete copy of the original deed filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the county court, at Springfield, this the 30th day of June, 1840, and in the 49th year of the Commonwealth. [L. S.]

WM. B. BOOKER, *C. W. C*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate is, and was at the time of his signing the same, acting clerk, duly elected and qualified; and as such due faith and credit is and might of right be given all his acts and doings.

Given under my hand this, the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of S. Shoemaker.

And the said Samuel Shoemaker, aged about forty-four years, being by me cautioned, examined, and sworn to testify the whole truth, states, that he does not know how much land was claimed in Washington county, Kentucky, by William F. Taylor, deceased; he has been informed by the occupants on said land, that there was upwards of four thousand acres; and he has also been informed by all, or nearly all of the occupants, that during and since the year 1837, the most if not all the lands claimed by Wm. F. Taylor, in this county, has been sold by one Willis Blanton, administrator of Wm. F. Taylor, with the will annexed, and one William Primrose, as attorney in fact for the heirs of said Taylor, deceased. Witness states, that the said Primrose claimed as agent or attorney, or heir, all of said lands. Witness states, that himself and his brother Cornelius, purchased from said Blanton, as administrator aforesaid, and said Primrose, as attorney aforesaid, in the year 1837, a certain tract or boundary of land which contain *a* set forth by his deed, two hundred and twenty-six acres, for which they have paid and secured to said William Primrose, the sum of eight hundred dollars, as appears from the face of said deed; the said two hundred and twenty-six acres is a portion of that land originally sold by Samuel Savage to Alexander McDonald. Witness states, [that] Nathaniel Baxer, attorney for the defendant, has applied to him for his original deed from Blanton as administrator aforesaid, and Primrose as attorney aforesaid, to file in this suit, which witness refuses to let him have. The witness states, that the paper herewith filed, and *is* marked (F,) is a true copy of said deed.

SAMUEL SHOEMAKER.

(F.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the will annexed, of William F. Taylor, and Samuel Taylor, and Isabella his wife, William Rainey, senior, Wm. Rainey, junior, Alexander Rainey, and Elizabeth Rainey; the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, by their attorney in fact, William Primrose, of the first part, and Cornelius and Samuel Shoemaker, of the second part, witnesseth: that the said Willis Blanton, administrator as aforesaid, by the assent and directions of the said Samuel, Isabella, Wm., sr., Wm., jr., Alexander, and Elizabeth, by their attorney William Primrose, has, in pursuance to the directions of the last will of said William F. Taylor, deceased, have bargained, and sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sr., Wm. jr., Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said Cornelius and Samuel Shoemaker, in consideration of the sum of eight hundred dollars, by the said party of the second part secured to be paid to the party of the first part, all that tract or parcel of land owned by William F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit:

Beginning at a beech, corner to William Anderson, on Trotter's line; thence with said line, north 58½ west, 134 poles, to an elm corner *corner* to James Brown; thence N. 15 E., 104 poles, to a beech and hickory; thence N. 13 E., 100 poles, to a stone where Brown's line crosses Taylor's fork, on the north side of said fork, and corner to Jesse Peter; and thence up said fork, with its meanders, 197 poles, to a sugar tree and large beech; thence N. 35 E., 22 poles, to a beech, corner to Milbourn Hoggs; thence, with his line, S. 25 E., 72 poles, to two beeches, Eli Peters' corner on said line; thence S. 53 W., 52 poles, to a beech tree and stone; thence S. 79 W., 79 poles, to a stone; thence, S. 22 W., 67 poles, to a beech; thence S. 13¼ W., 15 poles, to the beginning; containing two hundred and twenty-six acres, be the same more or less, to have and to hold the said tract or parcel of land, to them the said Cornelius and Samuel Shoemaker, their heirs and assigns, forever. And the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, Wm., sen'r, William, jr., Alexander, and Elizabeth, parties of the first part, do warrant and agree to warrant and defend the aforesaid tract or parcel of land to the said Cornelius and Samuel Shoemaker, their heirs and assigns, against all persons claiming by, through, or under the said William F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and seals, the day and date first above written, in the presence of—

WILLIS BLANTON, [SEAL.]
Administrator, with the will annexed, of William F. Taylor, D.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAWSON, [SEAL.]
WILLIAM RAINEY, senior, [SEAL.]
WM. RAINEY, jr., [SEAL.]
ALEXANDER RAINEY, [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By WILLIAM PRIMROSE, [SEAL.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that, on the day of the date hereof, this deed from Willis Blanton, adm. with the will annexed of Wm. F. Taylor and William Primrose, attorney in fact for the heirs of said Taylor, to Cornelius and Sam'l Shoemaker, was produced to me in my office, and acknowledged by said Blanton and Primrose, adm'r and attorney afs'd, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 174.

Given under my hand, this 7th Sept., 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county afore-

said, do hereby certify, that the foregoing deed from the heirs of Wm. F. Taylor, deceased, by Wm. Primrose, their attorney in fact, and Willis Blanton, the administrator with the will annexed of the said decedant, to Cornelius and Samuel Shoemaker, as a true, full, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and caused the [L. S.] seal of my office to be affixed at Springfield, on Monday, 29th day of June, 1840, and in the year of the Commonwealth the 49th.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such due faith and credit is and might of right be given all his official acts and doings.

In testimony whereof, I have hereto set my hand, this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of Eli Peter.

And the said Eli Peter, about thirty-five years of age, being by me examined, cautioned, and sworn to tell the whole truth, states that he believes the whole of the land claimed by William F. Taylor in his life time, in Washington county, Kentucky, amounting, as witness has always understood and believes, to four thousand acres and upwards, has been claimed by one William Primrose, as attorney in fact for the heirs of said Taylor, deceased, and that the has been informed by Primrose and others, that all, or nearly all of said land, has been by him (said Primrose) sold. Witness states, that in the year 1837, he purchased from one Willis Blanton, administrator of William F. Taylor, deceased, with the will annexed, and William Primrose, attorney in fact for the heirs of said Wm. F. Taylor, deceased, seventy-eight and ¼ acres, as set forth in his deed, from them, for which witness says he has paid, and secured to the said Primrose, the sum of four hundred and twenty-one dollars and 66⅔ cents. Witness states that the land embraced in his deed is a portion of that sold by Samuel Savage to Alexander McDonald. Witness states that Nathaniel Baxer, attorney for the defendant, has applied to him for his original deed from Blanton & Primrose, to file in this suit, which he refuses to let him have; but witness states that the paper herewith filed, and marked (P,) is a true copy of his original deed, except witness thinks that the purchase money named in the copy of said deed is stated at $2 33⅓ too much.

HELI PETER.

(G.)

This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, administrator, with the will annexed,

of William F. Taylor, deceased, and Sam'l Taylor, and Isabella his wife, William Rainey, sen'r, William Rainey, junior, Alexander Rainey, and Elizabeth Rainey; the said Samuel, Isabella, William, sen'r, Wm. jr., Alexander, and Elizabeth, by their attorney in fact, William Primrose, of the first part, and H. Eli Peters of the second part, witnesseth: that the said Blanton, adm'r as aforesaid, by the assent and directions of the said Samuel, Isabella, William, sen'r, William, jr., Alexander, and Elizabeth, by their attorney in fact, Wm. Primrose, has, in pursuance to the directions of the last will of said William F. Taylor, deceased, have bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sen'r, Wm. Rainey, jr., Alexander and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said H. Eli Peters, in consideration of four hundred and twenty-four dollars, by the said party of the second part, secured to be paid to the party of *of* the first, all that tract or parcel of land, owned by Wm. F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: beginning at a maple and beech, Milbourn Hogg's corner, near the forks of a branch, running thence N. 82 W., 26 poles, to two dogwood and beech; thence N. 48 W., 51 poles, to a stone; thence N. 4 E., 21 poles, to a sugar tree on the bank of a branch; thence N. 25 W., 32 poles, to two beech trees on Milbourn Hogg's line, and corner to Shoemaker's; thence with Shoemaker's line S. 53 W., 52 poles, to a beech tree and stone [in] Shoemaker's field; thence S. 79 W., 78 poles, to a stone; thence S. 22 W., 67 poles, to a beech; thence S. 13° 15 W., 15 poles, to a beech, on Broadhead's & Trotter's line; thence N. 63 E., 37 poles, to a beech near the mouth of a small drain; thence N. 60 E., 77 poles, to a stone, corner to Anderson; thence S. 60 E., 127 poles, to a poplar and beech on Trotter's line; thence with said line N. 30 E., 52 poles, to the beginning; containing seventy-eight acres and one quarter, be the same more or less; to have and to hold the said tract or parcel of land to him the said Peter, his heirs and assigns for ever; and the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, Wm. jun'r, Wm. sen'r, Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant, unto the said Peters, party of the second part, the aforesaid tract or parcel of land, against all persons claiming by, through, or under *this* and Wm. F. Taylor, deceased, but against the claim or title of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written, in the presence of

WILLIS BLANTON, [SEAL.]
Administrator of William F. Taylor, deceased.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAWSON, [SEAL.]
WILLIAM RAINEY, Sr., [SEAL.]
WILLIAM RAINEY, Jr., [SEAL.]
ELIZABETH RAINEY, [SEAL.]
ALEXANDER RAINEY, [SEAL.]
By their attorney in fact, WILLIAM PRIMROSE. [SEAL.]

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county afo esaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the above named heirs of said Taylor to H. Eli Peter, was *was* produced to me in my office, and acknowledged by the said Blanton and Primrose, adm'r and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 170.

Given under my hand this 6th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, ss:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the admr., with the will annexed, of said decedent, to Heli Peter, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed, at Springfield, on Tuesday, the 30th day of June, 1840, and in the 49th year of the Commonwealth. [SEAL.] WILLIAM B. BOOKER, *Clk.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such credit is and might of right be given [to] all of his official acts and doings.

Given under my hand, as justice aforesaid, on Tuesday, the 30th day of June, A. D. 1840. J. B. SMITH, *J. P. W. C.*

Dep. of S. Baker.

And the said Squire Baker, about forty-eight years of age, states, that he does not know how much land William F. Taylor owned or claimed in Washington county, Ky.; nor does he know how much William Primrose has sold. Witness states that he purchased from one Willis Blanton, admr., with the will annexed, of William F. Taylor, dec'd, and one William Primrose, attorney in fact for the heirs of William F. Taylor, dec'd, a tract of land, being a portion of that claimed by said William F. Taylor, in Washington county, in his lifetime, which land is set forth by metes and bounds in his deed from said Blanton and Primrose, and contains one hundred and ninety acres, and for which, as appears from said deed, said Primrose was paid the sum of seventy-nine dollars. Witness states, that Nathaniel Baxer, attorney for the defendant, has applied to him for his original deed from said Blanton and Primrose, as admr. and atty. aforesaid, to file in this suit, which he refuses to let him have; but witness states, that the paper herewith filed and marked (H,) is a true copy of said original deed; witness states that a portion of

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the land embraced by his deed is embraced in a part of that sold by Samuel Savage to Alexander McDonald. SQUIRE BAKER.

(H.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, and Saml. Taylor, and his wife Isabella, William Rainey, sr., Wm. Rainey, jr., Alexander Rainey, and Elizabeth Rainey, the same Isabella, Wm., sr., Wm., jr., Alexander, and Elizabeth, by their attorney in fact, Wm. Primrose, of the first part, and Squire Baker, of the second part, witnesseth: That the said Blanton, admr., as aforesaid, by the assent and directions of said Saml., Isabella, Wm., sr., Wm., jr., and Alexander, and Elizabeth, [by] their attorney, Wm. Primrose, has in pursuance to the directions of the last will of said Wm. F. Taylor, dec'd, has bargained, sold, and conveyed, and by these presents, with the concurrence of the said Saml., Isabella, Wm., sr., Wm., jr., and Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey, unto the said Squire Baker, in consideration of seventy-nine dollars, by the said party of the second part secured to be paid to the party of the first part, all that tract or parcel of land owned by Wm. F. Taylor, deceased, at the time of his death, which is contained in the following boundary, to wit: Beginning at a beech, Broadhead's original corner; thence south 32¼ west, 223 poles, to a beech on Gill's line; thence with s'd Gill's line east, 216 poles, to two beeches on Longlick creek on said Gill's line; thence up said creek with its meanders 80 poles, to a stake on said creek in Rentfrao's line; thence north 4° 45 west, 46 poles, to two beeches and sugar tree; thence north 60 west, 183 poles, to the beginning; containing one hundred and ninety-six acres, be the same more or less; to have and hold the said tract or parcel of land, to him, the said Squire Baker, his heirs and assigns, forever. And the said Willis Blanton, admr. as aforesaid, the said Saml., Isabella, Wm., sr., Wm., jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant and defend the aforesaid tract or parcel of land to the s'd Squire Baker, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, dec'd, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and date above written, in the presence of:

WILLIS BLANTON, [L. S.]
Admr., with the will annexed, of Wm. F. Taylor.
SAML. TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Sr., [L. S.]
WM. RAINEY, Jr., [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their att. in fact.

WASHINGTON COUNTY, *sct:*

I, Wm. B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof this deed from Wm. Blanton, adm'r with the will annexed of Wm. F. Taylor, dec'd, and Wm. Primrose, attorney in fact for the heirs of said Taylor, was produced to me in my office, and acknowledged by the said Blanton and Primrose, adm'r and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office in deed book N, page 182.

Given under my hand this 9th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Mr. William F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the administrator with the will annexed of said decedant, to Squire Baker, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and caused the seal of *of* my office to be affixed, at Springfield, on Monday, [L. S.] the 29th day of June, 1840, and in the year of the commonwealth 49th.

WILLIAM B. BOOKER, *C. W C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such, due faith and credit is and might of right be given to all his official acts and doings.

Given under my hand, this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

Dep. of H. Peter.

And the said Hardin Peter, aged about thirty seven years, states that it has been his understanding, from what he has heard his neighbors and those who purchased land from Mr. Primrose say, that he, Wm. Primrose, as attorney in fact of the heirs of Wm. F. Taylor, in the year 1837, and subsequent to that time, has sold all the land claimed by the said Taylor, in Washington county, Kentucky, which, according to deponent's understanding, amounted to about 4,400 acres, and has either been paid for it, or has had the purchase money secured to be paid; deponent states, that he has purchased from the said Primrose forty-one

(for $1 90) acres, which has been conveyed to him by deed, executed by William Primrose, as attorney in fact of Samuel Taylor, Isabella Lawson, Alexander Rainey, William Rainey, sr., William Rainey, jr., Elizabeth Rainey, and by Willis Blanton, administrator with the will annexed of Wm. F. Taylor, deceased, which deed is herewith enclosed, marked (I.) Deponent further states, that thirty-one acres of the land conveyed by the said deed, is part and portion of the land sold by Mr. Samuel Savage to the heirs of Alexander McDonald, and others.

HARDIN PETER.

(I.)

This indenture, made and entered into this 21st day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, of Franklin county, State of Kentucky, administrator, with the will annexed, of Wm. F. Taylor and Samuel Taylor, and his wife Isabella, Wm Rainey, sen'r, Wm. Rainey, jr., Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, Wm., sen'r, Wm., jr., Alexander and Elizabeth, by their attorney in fact, William Primrose, of the first part, and Hardin Peter, of the second part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm., sen'r, Wm., jr., and Alexander, and Elizabeth, [by] their attorney, William Primrose, have, in pursuance of the directions of the last will of said William F. Taylor, deceased, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sen'r, Wm., jr., Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey, unto the said Hardin Peter, in consideration of one hundred and ninety dollars, by the party of the second part secured to be paid to the party of the first part, all that tract or parcel of land owned by Wm. F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: Beginning at a beech tree, on Buford's line, and corner to Jesse Peter; running thence with said line S. 85 W., 122½ poles, to a poplar on said line; thence S. 45½ E., 66 poles, to two beeches; thence 11 W., 49 poles, to a beech and sugar tree on Taylor's fork; thence with Taylor's fork, 39 poles, to two beeches near the mouth of a drain; thence with said drain, when reduced to straight line, 127½ poles, to the beginning—containing forty acres, be the same more or less; to have and to hold the said tract or parcel of land to him, the said Hardin Peter, his heirs and assigns, be the same more or less, to have and to hold the said tract or parcel of land to him, the said Hardin Peter, his heirs and assigns forever. And the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, Wm., sen'r, Wm., jr., Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant, and defend the aforesaid tract or parcel of land to the said Hardin Peter, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased, but against the claim of no other person or persons whatever.

In testimony whereof, the party of the first part have hereunto set their hands and affixed their seals, the day and date first above written.

In the presence of— WILLIS BLANTON, [SEAL.]
Adm'r with the will annexed of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAWSON, [SEAL.]
ALEXANDER RAINEY, [SEAL.]
WILLIAM RAINEY, Sr., [SEAL.]
WILLIAM RAINEY, Jr., [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By WILLIAM PRIMROSE, [SEAL.]
Their attorney in fact.

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of William F. Taylor, and William Primrose, attorney in fact for the heirs of said Taylor, to Hardin Peter, was produced to me in my office, and acknowledged by said Blanton and Primrose, administrator and attorney as aforesaid, to be their act and deed; and thereupon, at the request of said Peter, the same is duly admitted to record in my office, in deed book N, page 160.

Given from under my hand, this 31 August, 1837.

WM. B. BOOKER, *C. W. C.*

Deposition of M. Hogg.

And the said Milbourn Hogg, about seventy-two years of age, being cautioned, examined, and sworn by me to testify the whole truth, states, that William F. Taylor, in his lifetime, claimed in Washington county, Kentucky, upwards of four thousand acres of land. Witness states that he is informed and believes, that during and since the year 1837, the whole, or nearly all, of said land has been sold by one Willis Blanton, administrator of William F. Taylor with the will annexed, and one William Primrose, attorney in fact for Samuel Taylor, Isabella Taylor, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey. Witness states that he purchased from said Blanton, as administrator aforesaid, and said Primrose, as attorney in fact for the heirs aforesaid, in the year 1837, two hundred acres and one half, as set out by his deed from said Blanton and Primrose, administrator and attorney aforesaid, for which he paid and secured to said Primrose the sum of two hundred and eighty-eight dollars, as set forth in his said deed. Witness states that the land embraced in his deed from the said administrator and attorney in fact, is a portion of that sold and conveyed by Samuel Savage to Alexander McDonald. Witness states that Nathaniel Baxer, the attorney for the defendant, has applied to him for his original deed from said administrator and attorney in fact, to file in this suit; but witness refuses to let him have it. Witness states that the paper herewith filed, and marked (K,) is a true copy of his deed.

MILBOURN HOGG.

(K.)

This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, of Franklin county, Kentucky, administrator of the last will of William F. Taylor, deceased, and annexed, and Samuel Taylor and Isabella his wife, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, by their attorney in fact William Primrose, of the one part, and Milbourn Hogg, of the county of Washington, and State of Kentucky, of the other part, witnesseth: That the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, by their attorney, and in pursuance and in conformity to the will of said William F. Taylor, deceased, which will is of record in the county of Washington aforesaid, has bargained, sold, conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, William, sr., William, jr., and Alexander, and Elizabeth, by their said attorney, do, in consideration of two hundred and eighty-eight dollars, secured by the said Milbourn Hogg to be paid to the party of the first part, bargain, sell, and convey, unto the said Milbourn Hogg, his heirs, and assigns, all that tract or parcel of land owned by the said William F. Taylor, deceased, at the time of his death, and contained in the following boundary, to wit: Beginning at a maple and beech, near the fork of a branch on Trotter's line; thence north 82 west, 26 poles, to two dogwoods and beech; thence north 48 west, 51 poles, to a stone in Heli Peter's field; thence north 4 east, 21 poles, to a sugar tree on the bank of a branch; thence north 25 west, 104 poles, to a beech tree, corner to Jesse Peter; thence with said Peter's line north 31½ east, 116 poles, to a poplar near Jesse Peter's spring, and corner to Mountford Peter; thence south 73½ east, 78 poles, to a poplar near the big road; thence south 60 east, 60 poles, to an ash tree; thence north 85 east, 44 poles, to a beech tree on Trotter's original line; thence with said line south 30 west, 218 poles, to the beginning; containing 200½ acres, be the same more or less. To have and to hold the said tract or parcel of land to him the said Milbourn Hogg, his heirs and assigns, forever; and the said Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant the aforesaid tract or parcel of land to the said Milbourn Hogg, his heirs and assigns, against the claim of all persons claiming by, through, or under the said William F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and year above written.

In presence of— WILLIS BLANTON, [SEAL.]
Administrator, with the will annexed, of Wm. F. Taylor.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAUSON, [SEAL.]
WILLIAM RAINEY, Sr., [SEAL.]
WILLIAM RAINEY, Jr., [SEAL.]
ALEXANDER RAINEY, [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By their attorney in fact. WILLIAM PRIMROSE, [SEAL.]

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that, on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Milbourn Hogg, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book N, page 153.

Given from under my hand, this 26th August, 1837.

WILLIAM B. BOOKER, *C. W. C.*
By WILLIAM H. CHEATHEM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court *for the county court* for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of William F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the administrator, with the will annexed, of said decedant to Milbourn Hogg, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and caused the seal of said court to be affixed, at Springfield, on Tuesday, [SEAL.] 30th day of June, 1840, and in the 49th year of the commonwealth.

WILLIAM B. BOOKER, *Cl'k.*

State of Kentucky, Washington circuit, sct:

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such credit is and might of right be given all of his official acts and doings.

Given under my hand this 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of W. Hays.

And the said William Hays, about sixty-two years of age, being by me cautioned, examined, and sworn by me to testify the whole truth, states that in the year 1837, he, as executor of Berry Lewis, deceased, compromised with and purchased from one Willis Blanton, administrator of William F. Taylor, deceased, with the will annexed, and one William Primrose, attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, heirs of said William F. Taylor, deceased, a tract of land, being a portion of that claimed by said Taylor, deceased, in his lifetime, which tract contains, as set out by a deed executed (by the administrator and attorney in fact aforesaid) to this witness, as executor aforesaid, three hundred and seventy acres; for which witness states he paid and secured to said William Primrose the sum of two hundred and ninety

two dollars, as set forth on the face of said deed. Witness further states that Nathaniel Baxer, attorney for the defendant, has this day applied to him for his deed from said administrator and attorney in fact, to file in this suit, but witness declined letting him have it. Witness further states, that the paper herewith filed is a true copy of said deed, which paper is marked (L.)

WILLIAM HAYS.

(L.)

This indenture, made and entered into this 21st August, 1837, between Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and Samuel Taylor and Isabella his wife, Wm. Raney, sen'r, Wm. Rainey, jr., Alexander Rany, and Elizabeth Rainy, by their attorney in fact, Wm. Primrose, of the one part, and William Hase, executor of the last will of Berry Lewis, deceased, of the other part, witnesseth: That the said Blanton, adm'r as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm., sr., Wm., jr., Alexander, and Elizabeth, given by their said atttorney, has, in pursuance to the directions of the last will of the said Wm. F. Taylor, dec., which will is of record in the county court of Washington county, State of Kentucky, bargained and sold, and by these presents, in consideration of two hundred and ninety-two dollars, by the party of the second part secured to the party of the first, and with the concurrence of the said Samuel, Isabella, Wm., sen'r, Wm., jr., Alexander, and Elizabeth, by their said attorney, do bargain, sell, alien, and convey to the said Wm. Hase, his heirs and assigns, all that tract or parcel of land, owned by the said Wm. F. Taylor, at the time of his death, and which is contained in the boundary of the following deeds, now of record in the office of the clerk of the county court of Washington county aforesaid, to wit: one deed, made by Benjamin Stark, and Fany his wife, to Berry Lewis, and dated 16th March, 1835; and one other deed, made by Abner Short and Martha his wife, to said Berry Lewis, and dated 18th May, 1832; also, that part of the aforesaid tract of Wm. F. Taylor, deceased, which is contained in the following boundary, to wit: beginning at a beech tree on the south side of the north fork of May's creek; thence south 70 poles, to a sugar tree and beech, on a branch; thence S. 51 E., 4 poles, to a horn beam and small sugar tree; thence south 49½ W., 19½ poles, to two beech trees; thence S. 49½ E., 136 poles, to an ash, dogwood, and sugar tree; thence N. 15 W., 68½ poles, to a bushy horn beam and beech, in an island on the north fork of May's creek; thence down said creek N. 24 W., 38 poles, to two beeches on the east side of said creek, above the mouth of a branch; thence up said branch with its meanders 114 poles, to two beech trees, John Clark's original corner; thence north 9 E., 40½ poles, to a stake, Stephen James's corner, in the mouth of a lane; thence N. 86 W., 110 poles, to two beech trees in a branch; thence S. 7 W., 31 poles, to a large beech on a hill side; thence N. 89 W., 19½ poles, to a beech tree on James R. Mitchell's line; thence with the same south 81 poles, to a small beech,

on the south side of May's creek; thence down the same 18 poles, to the beginning; in all containing about 370 acres, be the same more or less; to have and to hold the aforesaid described boundaries of land to the said Hase, his heirs and assigns forever. And the said Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, do covenant and agree to warrant the aforesaid described tract of land to him, the said William Hase, his heirs and assigns, against the claim of all persons claiming by, through, or under the said Wm. F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and set their seals, this 21st August, 1837.

WILLIS BLANTON, [L. S.]
Admr. of Wm. F. Taylor, deceased, with the will annexed.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, senior, [L. S.]
WILLIAM RAINEY, junior, [L. S.]
ALEXANDER RAINEY, [L. S.]
ISABELLA RAINEY, [L. S.]
By WM. PRIMROSE [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, *of* with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to William Hase, executor of Berry Lewis, deceased, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 173.

Given under my hand this 1st September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, adm'r with the will annexed of said decedant, to William Hase, executor of Berry Lewis, is a true, full, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office [to be affixed,] at Springfield, on Monday, the [SEAL.] 29th day of June, 1840, and in the 49th year of the common wealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace of county court of the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate is, and was at the time of signing the same, acting clerk of said county court, duly elected and qualified, and as such credit is, and might of right be given to all his official acts and doings.

Given under my hand, as justice aforesaid, at Springfield, this the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of John H. Janes.

And the said John H. Janes, about thirty-six years of age, being by me cautioned, examined, and sworn to testify the whole truth, states that he does not know how much land William F. Taylor claimed in Washington county, Ky. Witness states, that in the year 1837 he compromised with and purchased from one Willis Blanton, administrator with the will annexed of William F. Taylor, deceased, and one William Primrose, attorney in fact for Samuel Taylor, Isabella Lauson, William Rainey, jr., William Rainey, sr., Alexander Rainey, [and] Elizabeth Rainey, a tract of land, as set out by his deed from said administrator and attorney in fact, which tract witness thinks contains about two hundred acres, and for which witness paid, and secured to said William Primrose the sum of one hundred and fifty dollars. Witness further states, that Nathaniel Baxer, attorney for defendant, has this day applied to him for his deed from said administrator and attorney in fact, to file in this suit, but declines letting him have it. Witness also states that the paper herewith filed, and marked (M) is a true copy of his said deed.

JOHN H. JANES.

(M.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the last will and testament of Wm. F. Taylor, deceased, annexed, and Samuel Taylor, and Isabella Lauson Taylor his wife, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, Wm. Rainey, sr., William Rainey, jr., Alexander and Elizabeth, by William Primrose, their attorney in fact, of the one part, and John H. Janes, of the county of Washington, of the other part, witnesseth: That the said Willis Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth aforesaid, by their attorney, William Primrose, aforesaid, has, in pursuance and in conformity to the directions of the last will and testament of said William F. Taylor, deceased, and which will has been admitted to record in the county court of Washington county, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the consent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and

convey, unto the said John H. Janes, in consideration of one hundred and fifty dollars, by the said Janes secured to be paid as required by said last will, the following tract or parcel of land, be the same more or less, being the tract of land on which said John Janes now resides, in the county of Washington aforesaid, it being all that tract of land owned by the said Wm. Taylor, dec'd, at the time of his death, and which is contained in the boundaries of the following deeds, now on record in the clerk's office of the county court of Washington county, Kentucky, to wit: one deed, made by John G. Mayes to John Janes, and date the first day of June, 1833; and one other deed, made by Aquilla Noe to said John Janes, and dated the 9th April, 1827, be the same more or less; to have and to hold the said tract or parcel of land to him the said John Janes, his heirs and assigns forever. And the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sr., William, jr., Alexander and Elizabeth, parties of the first part, do warrant, and agree to warrant, and defend the aforesaid tract or parcel of land to the said John Janes, his heirs and assigns, against all persons claiming by, through, or under, the said Wm. F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and seals the day and date first above written.

WILLIS BLANTON, [L. S.]
Adm'r of the will annexed of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [L. S.]
In presence of— ISABELLA LAWSON, [L. S.]
WM. RAINEY, Senior, [L. S.]
WM. RAINEY, Junior, [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct*:

I, Wm. B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to John H. Janes, was produced to me in my office, and acknowledged by the said Willis Blanton and Primrose, adm'r and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office in deed book N, page .

Given under my hand, this 4th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of William F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the adm'r, with the will annexed, of said decedent, to John H. Janes, is a true, full, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of said court to be affixed, at Springfield, on Tuesday, the [L. S.] 30th day of June, A. D. 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such, full faith and credit is, and might of right be given [to] all his official acts and doings.

Given under my hand, this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

Dep. of J. Lowe.

And the said John Lowe, aged about fifty years, being by me cautioned, and examined, and sworn to testify the truth, states that William Primrose, as attorney in fact of the heirs of William F. Taylor, dec'd, in the year 1837, and since that time, has sold all the land claimed by the said Taylor, in Washington county, Kentucky, as far as witness has any knowledge at least; the said Primrose, as attorney aforesaid, has assumed title to, and has sold a tract of land, containing about four thousand four hundred acres, in said county of Washington, on the waters of Long Lick creek, near this place; and if the said Taylor made claim to any other land in said county, it is unknown to witness; witness states that he himself has purchased of the said Primrose, as attorney aforesaid, three tracts or parcels of said four thousand four hundred acres tract, for which three separate deeds have been executed by William Primrose, as attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, and by Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased; one of said deeds was made and delivered to witness himself, for two hundred and ninety-five acres, for the price of one hundred dollars, as will appear from a true copy of said deed, which is here enclosed, and marked (N.) Another of said deeds was executed as aforesaid, by the said Primrose, as attorney as aforesaid, and by the said Blanton, as administrator as aforesaid, to witness, and one John Spence, containing sixty-six acres, for the price of seventy-five dollars, as will appear upon the face of a true copy of said deed, which is here enclosed, and marked (O.) One other deed was executed by the said William Primrose, as attorney aforesaid, and the said Willis Blanton, as administrator as aforesaid, to Walter P. Grayham, for one hundred and seven acres, for the price of two hundred dollars, which was paid by witness, as will appear by reference to a true copy of said deed, which is here enclosed, marked (P.) Fifty or sixty acres of the land conveyed by the deed made to witness alone, marked (N,) is a part of the same land which was sold by Samuel Savage to Alexander McDonald, and the heirs of Richard McDonald; witness further states, that

the said Primrose wholly repudiated the sale made by the said Savage, and denied that Savage had any power to convey the same; witness states further, that Nathaniel Baxer, as attorney for defendant, applied to him for the original deeds made to him by Primrose, to be used as evidence in the suit in which this is to be read, and witness refused to let him have them.

JOHN LOWE.

(N.)

This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, administrator, with the last will and testament of Wm. F. Taylor annexed, and Samuel Taylor, and Isabella Lawson Taylor, his wife, Wm. Rany, sr., and Wm. Rany, jr., Alexander Raney, and Elizabeth Rainy, the said Samuel, Isabella, Wm. Rainey, sr., Wm. Rainy, jr., Alexander, and Eliza., by William Primrose, their attorney in fact, of the one part, and John Lowe, of the county of Washington, of the other part, witnesseth: That the said Willis Blanton, adm'r as aforesaid, by the assent and directions of the said Samuel, Isabella, Wm., sr., Wm., jr., Alexander, and Elizabeth, aforesaid, by their attorney, Wm. Primrose, aforesaid, has, in pursuance and in conformity to the direction of the last will and testament of said Wm. F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and conformed, and by these presents, by and with the assent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey, unto the said John Lowe, in consideration [of] one hundred dollars, by the said John Lowe, secured to be paid as required by said last will, the following tract or parcel of land, be the same more or less, being the tract of land on which said Lowe now resides, in the county of Washington aforesaid, and bounded as follows, to wit: Beginning at three beech trees, near the mouth of a branch, and on the south side of Long Lick creek, corner to Wm. Noel's heirs, and with their line, N. 51 40 west, at 87 poles, passing their corner a sugar tree stump, same course with William Willis' line, in all 115 poles, to a stake, in a cleared parcel of land; thence N. W. 20 poles, to a stake, near a poplar stump, on Gill's original line, in the lane between William Willis and John Lowe, and with Willis and Lowe's line, S. 89 30 west, 99 poles, 12 links, to a planted stone; thence N. 1 W., passing John Lowe's corner, same course, in all 184 poles, to a stake and planted stone, John Lowe's line, and corner to Samuel Lowe, and with his line N. 38 E., 52 poles, to a beech on the bank of Long Lick, at the mouth of a branch; thence N. 84 E., 152 poles, with the original line, to two beeches, the original corner of Broadhead's; thence S. 5 W., 127 poles to the beginning, containing two hundred and 95 acres; to have and to hold the said described tract of land to him, the said John Lowe, his heirs and assigns forever; and the said Blanton, and Samuel Taylor, and his wife, Wm. Rainey, sr., and Wm. Rainey, jr., Alexander and Elizabeth Rainey, party of the first part, do

covenant and agree to warrant and defend the said John Lowe, his heirs, &c., the said tract of land, against all person or persons claiming by, through, or under the said Wm. F. Taylor, deceased, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and date above mentioned.

In presence of:

WILLIS BLANTON, [L. S.]
of the will annexed, of William F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA TAYLOR, [L. S.]
WM. RAINEY, Sr., [L. S.]
WM. RAINEY, Jr., [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE, [L. S.]
their attorney in fact.

STATE OF KENTUCKY, *Washington county, sct:*

I, Wm. B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the 23d day of August, 1837, this indenture of bargain of sale, from Willis Blanton, admr., with the will of Wm. F. Taylor, and William Primrose, attorney in fact, for the above named heirs of William F. Taylor, deceased, to John Lowe, was produced to me in my office, and acknowledged by the said grantors, in their official aforesaid, as well therein their own, to be their act and deed; and thereupon, at the request of the within named John Lowe, the same is duly admitted to record in my office, in deed book N, page 148.

Given under my hand this date afore[said.]

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by Wm. Primrose, their attorney in fact, and Willis Blanton, the admr., with the will annexed, of said decedent, to John Lowe, is a full, true, and complete copy of the original deed filed and in record in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed, at Springfield, on Monday, the [L. S.] 29th day of June, and in the 49th year of the Commonwealth.

WM. B. BOOKER, *C. W. C.*,
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county afs'd, do hereby *hereby* certify, that Wm. B. Booker, whose name is subscribed to the foregoing, is, and was at the time of signing the same,

acting clerk, and as such, due faith and credit is and might of right be given to all his official acts and doings.

In testimony whereof, I have hereto set my hand, this the 30th day of May, 1840.

J. B. SMITH, *J. P. W. C.*

(O.)

This indenture, made and entered into this 21st August, 1837, between Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, dec'd, Samuel Taylor and Isabella his wife, Wm. Rainey, s'r, Wm. Rainey, j'r, Alexander and Elizabeth Rainey, by their attorney in fact, Wm. Primrose, of the one part, and John Spence and John Lowe, of the other part, witnesseth: that the said Blanton, adm'r as aforesaid, by and with the assent and directions of the said Sam'l, Isabella, Wm., s'r, Wm., j'r, Alexander and Elizabeth, by their said attorney, and in pursuance of the directions of the last will of said Wm. F. Taylor, dec'd, which will is of record in the county of Washington, State of Kentucky, has, in consideration of seventy-five dollars by the said Spence and Lowe to the party of the first part secured to be paid, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Sam'l, Isabella, Wm. sr., Wm. j'r, Alexander and Elizabeth, by their said attorney, do bargain, sell, and convey unto the said Spence and Lowe, all that part of the tract of land owned by the s'd Wm. F. Taylor, at the time of his decease, and which is contained in the boundary, to wit: adjoining the lands of Joel Hall, Jno. Lowe, Joseph Willis, and the land of Mathew Flournoy's heirs, it being the same on which Phebe Noel now lives, containing sixty-six acres, be the same more or less; to have and to hold the said tract or parcel of land to them, the said Spence and Lowe, their heirs, and assigns, forever; and the said Willis Blanton, adm'r with the will annexed, as aforesaid, and the said Sam'l, Isabella, Wm. s'r, Wm. j'r, Alexander and Elizabeth, do covenant and agree to warrant and defend the aforesaid tract of land to the said Spence and Lowe, their heirs and assigns, against the claim of all persons claiming by, through, or under, the said Wm. F. Taylor, dec'd, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and year first above mentioned.

WILLIS BLANTON, [SEAL.]
Adm'r, with the will annexed, of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAWSON, [SEAL.]
WILLIAM RAINEY, Sr. [SEAL.]
WILLIAM RAINEY, Jr. [SEAL.]
ALEXANDER RAINEY, [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By WILLIAM PRIMROSE, [SEAL.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, Wm. B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof this deed, from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney for the heirs of said Taylor, to John Spence and John Lowe, was produced to me in my office, and acknowledged by the said Blanton and Primrose, adm'r and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 178.

Given under my hand this 8th Sept., 1837.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of Wm. F. Taylor, deceased, by Wm. Primrose, their attorney in fact, and Willis Blanton, adm'r, with the will annexed, of said decedant, to John Spence and John Lowe, is a true, full, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed, at Springfield, on Tuesday, the [L. S.] 30th day of June, 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace for the county court for the county af'sd, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk of said county court, duly elected and qualified; and, as such, credit is, and might of right be, given to all his acts and doings.

Given under my hand as justice aforesaid, at Springfield, on the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

(P.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the will annexed, of William F. Taylor, and Samuel Taylor, and Isabella his wife, Wm. Rainey, sen., Wm. Rainey, ju'r, Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, Wm. sen., Wm. ju'r, Alexander and Elizabeth, by their attorney in fact, Wm. Primrose, of the first part, and Walter B. Graham, of the second part, witnesseth: that said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm., sen'r, Wm., j'r, Alexander and Elizabeth, their attorney, Wm. Primrose, have, in pursuance to the direction of the last will of the said

Wm. F. Taylor, deceased, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sen., Wm. Rainey, ju'r, Alexander and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said Walter B. Graham, in consideration of two hundred dollars by the said party of the second part secured to be paid to the party of the first part, all that tract or parcel of land owned by Wm. F. Taylor, deceased, at the time of his death, which is contained in the following boundary, to wit: Beginning at two beech trees, Gill's southeast corner, running south 87½ N, to a walnut, on Gill's original line; thence down a drain, southwest, 42 poles, to two beeches trees, corner on the drain about a north course, 36 poles, to two small beeches, corner to Wm. Spraggins; thence S. 85½ W., 38 poles, to a small beech on the partition line; thence N. 1 W., 16½ poles, to a beech; thence N. 3 W., 20 poles, to two beech trees; thence N. 8¼ W., 58 poles, to a stone; thence N. 37 E., 44 poles, to a stone; thence N. 85½ E., 112 poles to a sugar tree; thence N. 52 E., 30 poles; thence N. 40 E., 17 poles, with the meanders of a drain, to a honey locust; thence S. 40 W., 78 poles, to a stone on the original line; thence S. 1 W., 44½ poles, to the beginning, containing 107 acres, be the same more or less; to have and to hold the aforesaid tract of land to him, the said Walter B. Graham, his heirs and assigns, forever; and the said Blanton, administrator aforesaid, and the said Sam'l, Isabella, Wm., senior, Wm., junior, Alexander and Elizabeth, do covenant and agree to warrant and defend the aforesaid tract of land to him, the said Walter B. Graham, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, dec'd, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and year first above written.

WILLIS BLANTON, [SEAL.]
Administrator, with the will annexed, of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [SEAL.]
ISABELLA LAUSON, [SEAL.]
WM. RAINEY, Sr., [SEAL.]
WM. RAINEY, Jr., [SEAL.]
ALEXANDER RAINEY, [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By WILLIAM PRIMROSE,
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that *we* the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of William F. Taylor, and William Primrose, attorney in fact for the heirs of said Taylor, deceased, to Walter B. Graham, was produced to me in my office, and acknowledged by these said grantors, as administrator and attorney as aforesaid, to be their act and deed; and thereupon, at the

request of said Graham, the same is duly admitted to record in my office, in deed book N, page 150.

Given from under my hand this 25th August, 1837.

WM. B. BOOKER, *C. W. C.*
By WM. H. CHEATHEM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from the heirs of William F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the administrator, with the will annexed, of said decedent, to Walter B. Graham, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed at Springfield, on Tuesday, the [L. S.] 30th day of June, 1840, and in the 49th year of the commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the county court for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of his signing the same, acting clerk of the county court aforesaid, duly elected and qualified as such; and as such, credit is, and might of right be given all his official acts and doings.

Given under my hand, as justice aforesaid, on Tuesday, the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of James Mitchell.

And the said James Mitchell, about the age of forty-one years, being by me cautioned, examined, and sworn to testify the whole truth, states, that he knows not how much land William F. Taylor, deceased, claimed in Washington county, Kentucky. Witness states that, in the year 1838, he compromised with one William Owsley, as attorney in fact for William Primrose, who represented himself, or who was represented to this witness by said Owsley, as attorney in fact, or the agent, of one Charles Chancey, of Philadelphia, for about six hundred acres of the land embraced in that claimed by William F. Taylor in Washington county, Kentucky, in his lifetime in this compromise. This witness states he embraced in his own tract about three hundred and thirty acres, and for his brother Andrew Mitchell about one hundred and sixty acres, and for one Milton Rogers about fifteen or twenty acres, and for one John Bently about ninety acres. Witness states, that for all the lands contained in these several tracts, amounting together, as before stated, to about six hundred acres, he paid to and secured to said William Prim-

rose the sum of two hundred dollars; of this sum witness paid one hundred dollars, his brother Andrew paid sixty-two dollars, John Bently paid thirty-three dollars, and Milton Rogers the sum of five dollars, making together the sum aforesaid of two hundred dollars. Witness states that he has no deed for his land, nor has his brother, or Bently, or Rogers; he has only got a bond from said Owsley, as attorney aforesaid, for a deed. Witness states that Nathaniel Baxer, attorney for the defendant, applied to him for his bond to file in this suit, which witness declines letting him have.

JAMES MITCHELL.

Dep. of Wm. Anderson.

And the said William Anderson, about the age of sixty-two years, being by me examined, cautioned, and sworn, to testify the whole truth, states that he does not know how much land William F. Taylor, deceased, claimed in Washington county, Ky., in his lifetime; but understood from William Primrose that he claimed and owned, in his lifetime, four thousand and four hundred acres. Witness states that he does not know how much said Primrose has sold, but understands, from Primrose, that he had sold a good deal. Witness states, that in the year 1837 he compromised with, and purchased from, one Willis Blanton, administrator of William F. Taylor, dec'd, with the will annexed, and one William Primrose, as attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sen'r, William Rainey, jun., Alexander, and Elizabeth Rainey, heirs of William F. Taylor, deceased, a tract of land, for which said adm'r and attorney in fact afores'd executed to witness a deed, which deeds set out the metes and bounds of said land, and which, witness supposes, contains about seventy-nine or eighty-nine acres, and for which witness paid to the said William Primrose the sum of two hundred and eighty-eight dollars. Witness further states, that the land above spoken of is a portion of that sold and conveyed by Samuel Savage to Alexander McDonald. Witness further states, that Nathaniel Baxer, the attorney for defendant, this day applied to him for his original deed from the said adm'r and attorney in fact, to file in this suit, which witness refuses to let him have. Witness further states, that the paper herewith filed, and marked R, is a true copy of his deed from said adm'r and attorney in fact.

WILLIAM ANDERSON.

(R.)

This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, adm'r with the last will and testament of William F. Taylor, dec'd, annexed, and Samuel Taylor, and Isabella Lawson Taylor, his wife, and William Rainey, sr., and William Rainey, jr., Alexander, and Elizabeth Rainey, the said Samuel, Isabella, Wm. Rainey, sen., and Wm., jr., Alexander, Elizabeth Rainey, by William Primrose, their attorney in fact, of the one part, and William Anderson, of the county of Washington, of the other part, witnesseth: that the said

Willis Blanton, adm'r as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sr., and William, jr., Alexander, and Elizabeth, aforesaid, by their attorney, William Primrose aforesaid, has, in pursuance and in conformity to the directions of said last will and testament of said William F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the assent and concurrence of the other named person, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey, unto the said William Anderson, in consideration of two hundred eighty-eight dollars, secured to be paid, as required by said last will, the follow[ing] tract or parcel of land, be the same more or less, being in the county of Washington, and the same tract of land on which said Anderson now resides, in the county aforesaid, and bounded as follows, to wit: Beginning at a beech and poplar, Broadhead's corner, on Trotter's line; running thence N. 60 W., 192 poles, to a beech on Trotter's original line; thence N. 63 W., 37 poles, to a stone, corner to Eli Peter; thence N. 60 E., 127 poles, to a poplar and beech, another corner to Eli Peter, on Trotter's line; thence with said line S. 30 W., 95 poles, to the beginning, be the same more or less: To have and to hold the said tract or parcel of land, with its appurtenances, unto the said William Anderson, his heirs and assigns, forever. And the said Willis Blanton, adm'r as aforesaid, and the said Samuel, Isabella, Wm., junior, Wm., senior, Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant unto the said Wm. Anderson, party of the second part, his heirs and assigns, the said tract or parcel of land against all persons claiming by, through, or under the said Wm. F. Taylor, deceased; but against the claim or title of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, this day and date above written.

In the presence of—

WILLIS BLANTON, [SEAL.]
Administrator with the will annexed of W. F. Taylor.
SAMUEL TAYLOR, [SEAL.]
WM. RAINEY, Sr., [SEAL.]
ALEXANDER RAINEY, [SEAL.]
ISABELLA LAWSON, [SEAL.]
WM. RAINEY, Jr. [SEAL.]
ELIZABETH RAINEY, [SEAL.]
By WM. PRIMROSE, [SEAL.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of W. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to William Anderson, was produced to me in my office, and acknowledged

by said Blanton and Primrose, adm'r and attorney as aforesaid, to be their act [and] deed; and thereupon, at the request of Wm. Anderson, the same is duly admitted to record in my office, in deed book N, page 152.

Given under my hand, this 26th August, 1837.

WM. B. BOOKER, *C. W. C.*
By WM. H. CHEATHEM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by Wm. Primrose, their attorney in fact, and Willis Blanton, the adm'r, with the will annexed, of said decedant, to William Anderson, is a true, full, and complete copy [of] the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of said court to be affixed, at Springfield, on Tuesday, the [L. S.] 30th day of June, A. D. 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that Wm. B. Booker, whose named is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such, credit is and might of right be given all his official acts and doings.

Given under my hand this the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

Deposition of James McDonald.

And the said James McDonald, aged about forty-two years, being by me cautioned, examined, and sworn, states that William Primrose, as attorney in fact of the heirs of William F. Taylor, has, within the last three or four years, sold all the land which was claimed by William F. Taylor, in Washington county, Kentucky, which included a tract of about four thousand acres on Long Lick creek, in the neighborhood of this place. Said Primrose sold to witness the land included in certain boundaries, supposed to contain about one hundred and twenty-five acres, for the price of two hundred dollars, for which a deed was executed by the said William Primrose, as attorney in fact of Samuel Taylor, Isabella Lawson, Wm. Rainey, sr., Wm. Rainey, jr., Alexander Rainey, Elizabeth Rainey, and by Willis Blanton, as administrator, with the will annexed, of Wm. F. Taylor, dec'd. Witness further states, that said Primrose expressly repudiated the sale made by Samuel Savage, as executor of William F. Taylor, to Alexander McDonald, and the heirs of Richard McDonald, and denied that the said Savage had

any authority in law to sell said land; and the said Primrose sold the whole of said land so sold by Savage. Witness also states, that Nathaniel Baxer, as attorney for defendant, applied to witness for said original deed, to be used as evidence in this case, a true copy of which is here enclosed, and marked (S,) but witness refused to let him have it.

JAS. McDONALD.

(S.)

This indenture, made and entered into this 21st August, 1837, between Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and Samuel Taylor and Isabella his wife, Wm. Rainey, sr., Wm. Raney, jr., Alexander Raney, and Elizabeth Rainey, by their attorney in fact, William Primrose, of the one part, and James McDonald, of the county of Washington, of the other part, witnesseth: That the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, by their said attorney, have, in pursuance to the direction of the last will of Wm. F. Taylor, dec'd, which said will is of record in the county court of Washington aforesaid, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Sam'l, Isabella, William, sr., William, jr., Alexander, and Elizabeth, given and made by their said attorney, and in consideration of two hundred dollars, by the party of the second part secured to be paid to the party of the first part, do bargain, sell, and convey unto the said James McDonald, his heirs and assigns, all that part of the tract or parcel of land owned by the said Wm. F. Taylor at the time of his death, and for which a judgment was recovered some years ago in the general court of Kentucky, in a certain action of ejectment, in which John Doe, on the demise of Wm. F. Taylor, was plaintiff, and Bigger Head was defendant; and which judgment, by the decission of the said general court given at the last term thereof, was reversed in a proceeding by *scire facias*, in which the said John Doe, on the demise of *of* said Wm. F. Taylor, was plaintiff, and Henry Brown and others were defendants, it being the same tract of land on which the said Brown now resides, and which he purchased from the Heads, be the same more or less; to have and to hold the said tract of land to him the said McDonald, his heirs and assigns forever; and the said Blanton, adm'r as aforesaid, and the said Sam'l, Isabella, Wm., sen'r, Wm., ju'r, Alexander, and Elizabeth, do covenant and agree to warrant and defend the aforesaid described land to him, the said McDonald, his heirs and assigns, against the claim of all persons claiming by, through, or under the said Wm. F. Taylor, dec'd, but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and year first above written.

WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of William F. Taylor.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]

WM. RAINEY, Senior, [L. S.]
WM. RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to James McDonald, was produced to me in my office, and acknowledged by said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book N, page 163.

Given under my hand, this 12th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, Wm. B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from Wm. F. Taylor's heirs, by their attorney in fact, William Primrose, and Willis Blanton, the administrator, with the will annexed, to James McDonald, is a true, full, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my said office to be affixed, at Springfield, on Monday, [L. S.] the 29th day of June, A. D. 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such, credit is, and might of right be given [to] all his official acts and doings.

Given under my hand, this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

STATE OF KENTUCKY, *Washington county, ss:*

I, John B. Smith, presiding judge of the county court of Washington county, in the State of Kentucky, do hereby certify, that Henry Brown, John G. Mays, Jeremiah Lowe, Stephen W. Janes, Jesse Peter, Samuel Shoemaker, Heli Peter, Squire Baker, Hardin Peter, Milbourn Hogg, William Hays, John H. Janes, John Lowe, James Mitchell, William Anderson, and James McDonald, the witness aforesaid, after having been lawfully examined, and cautioned, and sworn, by me as aforesaid,

to testify *the whole truth*, did subscribe their separate and foregoing and annexed depositions by them separately given, after the same was by me reduced to writing, (except the deposition of Hardin Peter, John Lowe, and James McDonald, whose depositions were reduced to writing and subscribed by them respectively, in my presence.)

And I do further certify, that the witnesses aforesaid live at a greater distance from the district court of the United States for the northern district of Alabama, at Huntsville, where said cause is pending, and the place of trial thereof, than one hundred miles; and that the town of Maxville, in Washington county, Kentucky, the place of taking said depositions, is more than one hundred miles from Huntsville, aforesaid.

And I do further certify, that William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, the complainants, and adverse party in said cause, or any or either of them, do not reside, nor are they, or either of them, within one hundred miles of Maxville, the place of taking said depositions; nor have they, or either of them, any agent or attorney within one hundred miles of Maxville, the place of taking the depositions aforesaid; and that, therefore, no notification was made out by me, or served upon said complainants, or their attorney or agent, to be present at the taking of the same, and to put interrogatories if they or he thought fit.

I do further certify, that I am not of counsel, or attorney, or agent, or akin to either of the parties in said cause, or in any wise interested in the event of said cause.

And I do further certify, that the said depositions remained in my possession without alteration, together with the certificate of the reason aforesaid, of their being taken, until the same were sealed up by me and directed to the said district court of the United States for the northern district of Alabama, at Huntsville; and that the same were, by me, deposited in the post office at Springfield, in Washington county, Kentucky, sealed and directed as aforesaid.

Given under my hand and seal, this 10th day of July, 1840.

JOHN B. SMITH, [SEAL.]
Presiding judge of the county court for Washington county, Kentucky.

George M. Savage, ex'or of Samuel Savage, dec'd,	Dr.
To J. B. Smith, J. P. W. C., for taking 16 depositions -	$16 00
Certifying 19 copies of deeds - - - - - -	4 75
Daniel McIlroy, constable, serving notice herewith filed, and former notice - - - - - - - - -	8 00
Witnesses who claimed for attending to give their depositions—to Wm. Anderson 1 day, John G. Mays 2 days, John Lowe 1 day, Henry Brown 1 day, Jeremiah Lowe 1 day—each 50 cents per day - - - - -	3 00
To the clerk of the Washington county court, for copies and county seals for 19 deeds - - - - - - -	42 75
Doll's - -	$74 50

I certify that the above sum of seventy-four dollars and 50 cents was paid to the respective claimants by Nathaniel Baxer, for defendant.

JOHN B. SMITH, *J. P. W. C.*

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable Adam Beatty, Thomas Montgomery, and John Trimble, three of the judges of the general court, at the capitol in the town of Frankfort, on Friday, the ninth day of January, 1818, and in the 26th year of the Commonwealth.

Parties named.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
William Peter, defendant.
} In ejectment.

Be it remembered, that heretofore, to wit, on the 20th day of December, 1818, the plaintiff, by his attorney, filed in the clerk's office of the general court the following declaration, to wit:

Declaration.

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1818, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March then last past, unto the full end and term of thirty years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then *then* and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Atto. P. ej.*

December 14*th*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and

make your defence; otherwise, I shall suffer judgment to pass against me by default, and will be turned out of possession. Yours, &c.

RICH'D ROE

To WILLIAM PETER, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, he gave a copy of the foregoing declaration and notice to William Peter, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

At a general court, held for the State aforesaid at the capitol in the town of Frankfort, on the 20th day of December, 1808, it being the 14th day of the term, the following order was made, to wit:

Common order.

John Doe, on the demise of William F. Taylor, a citizen of the State of South Carolina, plaintiff,
against
Richard Roe, (that is) William Peter, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that William Peter, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration and the notice there under written, and he not appearing, it is ordered, that unless he (having legal notice of this order,) appear here at the next term, and enter himself defendant herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at trial, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and then and there survey and lay off the same, as either party may require, having regard therein to the interest of both parties, state all matters of fact specially, and return four fair plats and certificates to the clerk's office before the day of hearing; and that the sheriff attend said surveyor and remove force, should any be offered.

And afterwards, at a general court held at the capitol in the town of Frankfort, on the 9th day of December, 1809, until which time the suit was regularly continued, the following order was made, to wit:

Wm. Peter made deft.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
Richard Roe, (i. e.) William Peter, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that William

Peter, the tenant in possession, be made defendant in the room of the now defendant, Rich'd Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor *lessor* of the plaintiff shall pay costs, if the plaintiff himself does not pay them. Whereupon the defendant came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial. And he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And afterwards, at a general court held at the capitol in the town of Frankfort, on the 16th day of July, 1812, until which time the suit was regularly continued, the following order was made, to wit:

Order of survey.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
William Peter, defendant. } In ejectment.

On the motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same, as either party may direct, having due regard to all deeds and other evidence which may be produced, report all matters of fact specially, and return four fair plats, and certificates thereof, to the clerk's office of this court at least thirty days before the day of trial. And it is further ordered, that the sheriff of the said county do attend the said surveyor, and remove force if any should be offered; and the cause is continued until the next term.

And afterwards, at a general court held as aforesaid, on the 22d day of December, 1814, until which time this suit was regularly continued, the following order was made, to wit:

Continued.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
William Peters, defendant. } In ejectment.

This day came the parties, and on the motion of the plaintiff, upon an affidavit filed, it is ordered, that the suit be continued till the next term, at his cost. Therefore, it is considered by the court that the defendant recover of the plaintiff his costs by him expended at this term.

Objections to deeds.

Be it remembered, that on the continuance of this cause, the defendant, by his counsel, in open court, notified the plaintiff and his counsel,

that on all future trials of this suit, he would object to the reading of each and every of the deeds under which the lessor of the plaintiff derives his title.

And afterwards, at a general court, held as aforesaid on the 4th January, 1816, until which time this suit was regularly continued, the following order was made, to wit:

Continued—Depositions.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
William Peters, defendant. } In ejectment.

Ordered, that this suit be continued until the next term, and that the plaintiff have leave to take depositions of his witnesses, *de bene esse*.

And afterwards, at a general court held as aforesaid on the 6th day of January, 1817, until which time this suit was regularly continued, the following order was made, to wit:

Order to withdraw surveyor's reports.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
William Peters, defendant. } In ejectment.

On the motion of the defendant, by his attorney, leave is given the surveyor to withdraw and amend his reports returned in this suit, and the suit is continued until the next term.

And afterwards, at a general court held as aforesaid, on the 10th day of July, 1817, the following order was made, to wit:

Continued—Order depositions.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
William Peters, defendant. } In ejectment.

This day came the parties, by attornies, and on the motion of the defendant, it is ordered, that this suit be continued until the next term, at his costs. Therefore, it is considered by the court, that the plaintiff recover of the defendant his costs by him expended at this term. And, on the motion of the defendant, by his attorney, leave is given him to take the deposition of Abraham Shoemaker and Lucius Carter, of the city of Philadelphia, or any other person out of this State, upon giving legal notice of the time and place of taking the same, to prove the execution of a deed of conveyance from Gilbert Imlay to Silas Talbot.

And now at this time, [at] a general court held as aforesaid, on the 9th day of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

Judgment.

John Doe, on the demise of Wm. F. Taylor, plaintiff,
against
William Peters, defendant. } In ejectment.

This day came the parties, by their attornies, and on motion of the

plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled. And thereupon came a jury, to wit: Samuel Ware, Paulis E. Irwin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldrige, and Henry Haws, who being elected, tried and sworn, well and truly to try issue joined upon their oaths, returned into court the following verdict, to wit: "We, of the jury, find the defendant guilty of the trespass and ejectment in the declaration mentioned, and assess the plaintiff's damage to one cent." It is therefore considered by the court, that the plaintiff recover against *recover against* the said defendant his term yet to come, of, in, and to the messuage and land, with the appurtenances, in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant in mercy, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

And afterwards, to wit, on the 22d day of December, 1836, the following sciere facias issued, to wit:

Sci. fa.

COMMONWEALTH OF KENTUCKY, *General Court:*

To the sergeant of the court [of] appeals, greeting:

Whereas, John Doe, lately in the said general [court], and by the judgment of the same court, recovered against William Peters his term then and yet to come, of, in, and to a messuage tenement, and four thousand four hundred acres of land, with the appurtenances, in Washington county, which William F. Taylor, a citizen of the State of South Carolina, on the first day of April, in the year 1808, had demised to the said John Doe; to have and to hold the same to the said John Doe from the last day of March then last past, for and during, and unto the full end and term of thirty years from thence next ensuing, and fully to be completed and ended. By virtue of which said demise, the said John Doe entered into the tenement aforesaid, with the appurtenances, and was thereof possessed, until the said William Peter, afterwards, to wit, on the 2d day of April, in the year 1808, aforesaid, with force and arms, &c., entered into the tenement aforesaid, with the appurtenances, which the said William F. Taylor had demised to *to* the said John Doe in manner and for the term aforesaid, which is not yet expired, and ejected the said John Doe from his said farm; and also one cent for damages, which said John Doe had sustained, and his cost by him about his suit in that behalf expended, whereof the said William Peter is convicted, as appears of record in said court; and now, it appearing from the suggestions of the said John Doe, that although judgment be thereupon given, yet execution of that judgment still remains to be made to him. Wherefore, being willing that what is justice should be done, you are

commanded to make known to John Peter, Uriah Graves and Elizabeth Graves his wife, Samuel Peter, Charles Merryman and Lavinia Merryman his wife, Jonathan Peter, William Peter, jun., Curtis Williams and Polly Williams his wife, and Dorinda Peter, the only heirs of the said William Peter, who has departed this life, and to make known to Stephen James, the tenants of the tenement aforesaid, that they appear before the general court of the Commonwealth of Kentucky, to be held in the town of Frankfort, on the first day of the next January term thereof, and shew cause, if any they have or know, or if either of them hath or knoweth of any thing to say for themselves or himself, why the said John Doe ought not to have the possession of said term yet to come of and in the tenement aforesaid, with the appurtenances aforesaid, according to the force, form, and effect of the said recovery, if it shall seem expedient for him so to do; and further to receive, &c.

Witness, Alexander H Rennick, clerk of the general court aforesaid, at his office, this 22d day of December, 1836, and in the 45th year of the Commonwealth.

Attest, A. H. RENNICK, *C. G. C.*

Sergeant's return.

Executed 27th December, 1836, on John Peter, Uria and Elizabeth Graves, Jonathan Peter, Wm. Peter, —— Peter, jun., Curtis Williams and Polly his wife, and Dorinda Peter, are no inhabitants of this State, and not time to execute on Samuel Peter, Merriman and wife, and *and* Stephen James.

JOSEPH GRAY, *D. S.*
For JAMES C. COLEMAN, *S. C. A.*

And afterwards, at a general court held at the capital on the 4th day January, 1836, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, against William Peter, defendant. } On sci. fa.

Ordered, that this cause be continued until the next term.

Sci. Fa.

The Commonwealth of Kentucky, general court, to the sergeant of the court of appeals, greeting:

Whereas John Doe, lately in the said general court, and by the judgment of the same court, recovered against William Peter his term, then and yet to come, of, in, and to a messuage tenement and four thousand four hundred acres of land, with the appurtenances, in Washington county, which William F. Taylor, a citizen of the State of South Carolina, on the 1st day of April, in the year 1808, had demised to the said John Doe, to have and to hold the same to the said John Doe, from the last day of March, then last past, for and during, and unto the full end and term of thirty years from thence next ensuing, and fully to be complete and ended: by virtue of which said demise the said John Doe entered into the tenement aforesaid, with the appurtenances, and was thereof possessed, until the said Wm. Peter afterwards, to wit, on the

2nd day of April, in the year 1808, aforesaid, with force and arms, &c., entered into the tenements aforesaid, with the appurtenances, which the said William F. Taylor had demised to the said John Doe, in manner and for the term aforesaid, which is not yet expired, and ejected the said John Doe from his said farm, and also one cent for the damages which the said John Doe had sustained; and for his costs by him about his suit in this behalf expended; whereof the said William Peter *Peter* is convicted, as appears of record in said court. And now, it appearing from the suggestions of the said John Doe, that although judgment be thereupon given, yet execution of that judgment still remains to be made to him; wherefore, being willing that what is just should be done, you are commanded to make known to John Peter, Uriah Graves and Elizabeth Graves his wife, Samuel Peter, Charles Merryman and Levinia Merryman his wife, Jonathan Peter, William Peter, jr., Curtis Williams and Polly Williams his wife, and Dorinda Peter, the only heirs of the said William Peter, who has departed this life, and to make known to Stephen Janes, the tenant of the tenement aforesaid, that they appear before the general court of the Commonwealth of Kentucky, to to be held in the town of Frankfort, on the first day of the next August term thereof, and show cause, if any they have or know, or if either of them hath or knoweth of any thing to say for themselves, or himself, why the said John Doe ought not to have the possession of his said term yet to come, of and in the tenement aforesaid, with the appurtenances, and also execution of the damages, costs, &c., aforesaid, according to the force and effect of the said recovery, if it shall seem expedient for him so to do; and further to do and receive, &c.

Witness Alexander H. Rennick, clerk of the general court aforesaid, at his office, this 9th day of June, 1837, and in the 46th year of the Commonwealth.

Attest: A. H. RENNICK, *C. G. C.*

Serg't's return.

Executed on Stephen Janes, 13th July; on Merryman and wife, and Samuel Peter, 15th July, 1837; Jonathan Peter, William Peter, jr., C. Williams and wife, and Dorinda Peter, are not inhabitants of this State.

JAS. C. COLEMAN, *S. C. A.*

And afterwards, at a general court continued and held at the capital, in the town of Frankfort, on Friday, the 18th August, 1837, the following judgment was entered, to wit:

John Doe, on the demise of Will. F. Taylor, plaintiff, against John Peter, Uriah Graves, Elizabeth Graves his wife, Jonathan Peter, William Peter, jr., Curtis Williams and Polly his wife, Dorinda Peter, Charles Merryman and Levinia his wife, Samuel Peter, and Stephen Janes, defendants. } On sci. fa.

This day came the parties aforesaid, by their attorneys, and it appear-

ing to the satisfaction of the court, that Jonathan Peter, Will. Peter, jr., Curtis Williams and Polly his wife, and Dorinda Peter, are not inhabitants of this Commonwealth.

It is therefore considered by the court, that this suit, as to them, do abate; and the other defendants, by their attorney aforesaid, moved the court to dismiss the scire facias aforesaid, which motion the court overruled; to which decision of the court overruling said motion, the def'ts filed their bill of exceptions, which was signed, sealed, and ordered to be made a part of the record, (but, by consent of parties, it is not to be spread upon the order book, but to make part of the record;) the defendants then filed four several pleas, to each of which the plaintiff filed a demurrer; and upon having fully heard the parties upon the demurrers aforesaid, it is considered by the court that said demurrers be sustained, and that execution be awarded; the plaintiff recover of the said defendants his term yet to come and unexpired, of, in, and to the premises in the said scire facias mentioned, and also one cent in damages, together with his costs in this behalf expended; and the said defendants in mercy, &c. Whereupon the said defendants prayed an appeal to the next term of the court of appeals, which is granted them, upon condition that they enter into bond in the penalty of five hundred dollars with Henry Brown, their security, conditioned according to law, within thirty days from this time.

Bill of exception.

Be it remembered, that, on the calling of this cause, the def'ts moved the court to dismiss the suit, on the ground that the attorney of the plaintiff had no sufficient authority to prosecute the same. Whereupon the following will was read in evidence, to wit:

Taylor's will.

In the name of God, amen: I, William Forbes Taylor, of the district of Edgefield, and State of South Carolina, being weak in body, and of sound and disposing memory and understanding, praised be God for the same, do make and declare this my last will and testament, in manner and form, that is to say, first, I do hereby order, will, and direct, that on the 1st day of January first after my decease, or as near that day as can conveniently be; that the whole of the property that I may die seized and possessed of, or may be [in] any wise belonging to me, be sold on the following terms and conditions, that is to say: all the personal property on a credit of twelve months from the day of sale, purchasers giving notes of hand or bonds, with security, to the satisfaction of my executors; and all landed or real property belonging, or in any wise appertaining to me, shall be sold on a credit of one, two, and three years, by equal instal*l*ments, purchasers to give bond bearing interest from the date, with securities to the satisfaction of my executors, and moreover, a mortgage on the premises.

Secondly. Whereas, I have recently set my negro woman, by will, free, under that instrument have bound myself to pay unto her, or her

order, one hundred dollars per annum during her natural life. I do hereby moreover give, grant, and devise unto her, the said negro woman Sylva, $100, to be paid to her, the said negro woman Sylva, or her order, immediately or as soon as possible after my death. And it is my earnest request that my executors do pay the said negro woman Sylva punctually, and they pay *the same* attention to prevent the infringement of her liberty and right.

Thirdly. I give and devise Peter Morrison, who has lived with me several years last past, four thousand dollars, to be paid to him out of the first money that may come into the hands of my executors, after paying the above one hundred dollars to Sylva. Fourthly. I give, grant, and devise, unto my old negro man slave Dick, commonly called Dick Tack, his personal freedom, from and immediately after my decease.

WILL. F. TAYLOR.

And that my executors do pay unto him, the said negro man Dick, one hundred dollars, as soon as may be thereafter. Fifthly. I do hereby will, order, give, grant, and devise all of the remainder and residue of my estate, which shall remain after paying the before mentioned legacies to my dearly beloved brother Samuel Taylor, of the parish of Drumblad, and shire of Aberdeen in Scotland, and to my beloved sister Mary Taylor, of the same place, share and share alike; provided that they shall be both alive at the time of my decease, and have issue after their respective deaths, shall share the same equally; but if either the said Samuel Taylor or said Mary Taylor shall die without issue, then the survivor, *a* (if both shall breed,) the issue of the said Samuel Taylor or Mary Taylor, whichsoever shall have the same, shall be entitled to the whole of the said remainder or residue of my said estate, share and share alike; and, sixthly and lastly, I do hereby nominate, constitute, and appoint my friends, Samuel Savage, esq'r, of the district of Abbeville, and State of South Carolina, Patrick McDowell, of the city of Savannah, and State of Georgia, merchant, Duncan Matheson, and William Ross, of the city of Augusta, and State of Georgia, merchant, executors of this my last will and testament, hereby revoking and making void all former wills and testaments at any time by me heretofore made, and do declare this to be my last will and testament.

In witness, I have, at the bottom of the first page of this my will, subscribed my name, and to this second page my hand and seal, this 30th day of June, in the year of our Lord 1810, and of the independence of the United States of *of* America thirty-fourth.

WM. F. TAYLOR. [SEAL.]

In presence—

WILL. HALL,
DOUGLASS HUFF,
MOSS ROSS.

By John Simkins, Ordinary.

STATE OF [SOUTH] CAROLINA, *Edgefield district:*

Personally appeared before me Will Hall, he being duly sworn, do

make oath and say, he was present, and saw Wm. F. Taylor was then of sound and disposing mind and memory, to the best of this deponent's knowledge and belief; and that he saw Douglass [Huff] and Moss Ross sign their names as witnesses—think at the request of the testator, and in his presence. At the same time qualified Sam'l Savage and Duncan Matheson executors to the within.

Given under my hand, at my office, the 27th day of Augt., 1811.

JNO. SIMKINS, *O. R. D.*

Qualified Will Ross the 13th Sept'r, 1811.

Qualified Patrick McDowell, as executor to the within, 17th day of Jan'y, 1812.

JNO. SIMPKINS, *O. R. D.*

By O. Towles, esq'r, Ordinary of said district.

SOUTH CAROLINA, *Edgefield district:*

I do hereby certify, that the foregoing instrument of writing contains a true copy of the original will of William Forbes Taylor, dec'd, as remains on record in my office.

Given under my hand and private seal, (there being no seal of office,) this 21st day of January, 1837.

O. TOWLES, [SEAL.] *O. R. D.*

THE STATE OF SOUTH CAROLINA:

By his excellency Pierce M. Butler, esq'r, Governor and commander-in-chief in and over the State aforesaid.

To all to whom these presents may come: Know ye, that O. Towles, whose signature appears to the attestation on the annexed sheet of paper, authenticating the copy of the last will and testament of Wm. F. Taylor, is judge of the court of ordinary, in and for the district of Edgefield, in the State aforesaid, and as such, has the care and custody of original wills; that his certificate is in due form, by the proper officer, and his signature genuine; therefore all due faith, and credit, and authority is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the second day of Feb'y, in the year of our Lord 1837, and in the 61st year of the independence of the United States of America.

P. M. BUTLER, [SEAL.]

By the Governor: B. H. SAXEN,
Secretary of the State.

At a county court, began and held for Washington county, at the court-house in Springfield, on Monday, 14th July, 1837, this copy of the last will and testament of William Forbes Taylor, dec'd, was produced in court, and, with its certificates of authentication, ordered to be recorded, which is done accordingly, in my office, in will book F, page 463.

Given under my hand, the date above.

A true copy.—Attest: WM. B. BOOKER, *C. W. C.*

[REC. CL & CLXVI, D. T. 1844.]—55

Which will was admitted to be the last will of the lessor of the plaintiff. In the ejectment in which the judgment was rendered, to revive which the scire facias was brought, it was also admitted, that the attorney of the plaintiff was authorized to prosecute this suit by Wm. Primrose and Willis Blanton, and that administration, with the will aforesaid annexed, has been regularly granted by [the] county court of Washington, Kentucky, to the said Blanton, neither of the executors named in said will ever having qualified and taken upon themselves the execution of the will in this State, and *and* all of them, except one, having departed this life, and the survivor is an old superannuated man, unable to come to this State, and resides in the State of Alabama. It was also admitted, that the said Primrose was fully authorized, by the beneficiaries named in the will aforesaid, to whom the testator bequeathed all the remainder of his estate, to employ counsel in this case, and do whatever he might think proper in regard to their interest under the will aforesaid.

Upon the foregoing evidence and admissions, the court overruled the motion of the defendants; to which opinion, decision, and refusal of the court, the defendants except, and pray this their bill of exception be signed, sealed, and recorded, which is done accordingly.

It was also admitted, that Samuel and Mary Taylor, the legatees mentioned in the said will, were, at the time of its publication, aliens, and that they have continued to be. It was also admitted, that said Wm. F. Taylor, the plff.'s lessor, never had any heir or heirs-at law in the United States of America.

JAMES PRYOR, [SEAL.] *Judge.*

Deft.'s plea 1.

And for further plea in this behalf, the defendants say, that after the recovery of the judgment in the said sci. fa. mentioned, the said Wm. F. Taylor, the lessor of the plaintiff, departed this life, having first made his last will and testament, which is here shewn to the court, whereby he devised the lands and tenements in the declaration mentioned, to be sold by his executors, the proceeds of which, after satisfying several specified legacies therein specified and bequeathed, he willed and ordered to be paid to Sam'l Taylor and Mary Taylor, as his residuary legatees, who were then and there continued to be aliens, out of the allegiance of the U. S. of America; that by virtue of said last will and testament, no title was vested in the executors, appointed therein by said testator, to any of the real estate to which the said Taylor died seized; nor was any title thereby vested in the said residuary legatees, to the lands and tenements in the sci. fa. mentioned, and now sought to be recovered; nor to any of the real estate of which the said Taylor died seized. That the said Taylor, at the time of his death and publication of said last will and testament, had no heir or heirs-at-law within the limits and allegiance of the U. S. of America; whereby, the defendants aver, the said lands and tenements, in the said sci. fa. mentioned, fell, by escheat, to the Commonwealth of Kentucky, and that the right and title thereto

is *not* in said Commonwealth, and in the said plaintiff. All which these defendants are ready to verify; therefore, &c.

JAS. T. MOREHEAD, *for defts.*

Plea No. 2.

And for further plea in this behalf, the said defendant Janes says, that since the recovery of the judgment in the sci. fa. mentioned, and after the lapse of a year and a day therefrom, and without notice of the said judgment, he purchased for a valuable consideration and in good faith, the lands, &c., in contest in the sci. fa. mentioned from William Kendrick, and obtained a deed of conveyance thereof, which has been duly admitted to record in the proper , according to law, which said deed of conveyance is here to the court shewn, marked A; that by virtue of said and purchase, the said defendant Janes took possession of said land and tenement in the sci. fa. mentioned, and has had continued and undisturbed adverse possession thereof for seven years and more; and this he is ready to verify; wherefore, &c.

JAS. T. MOREHEAD.

Plea No. 3.

And for further plea, the defendant Janes says, that since the rendition of the judgment in the sci. fa. mentioned, and without notice of said judgment, he in good faith, and for a valuable consideration, purchased the lands and tenements therein *therein* mentioned; that he has since had seven years undisturbed and adverse possession thereof, and that his title is and paramount to that of the plaintiff or his lessor, &c.; and this he is ready to verify; wherefore, &c.

J'S. T. MOREHEAD, *for Defendant.*

Plea No. 4.

And the defendant Janes, for further plea saith, that since the recovery of the judgment in the sciere facias mentioned, he purchased the land therein mentioned in good faith, [and] for a valuable consideration, and without notice of the said judgment, from a certain William Kendrick and wife, and that the title so purchased is superior and paramount to the title of the plaintiff, or his lessor; and this, &c.; wherefore, &c.

JA'S. T. MOREHEAD, *for Defendant.*

Here follows the marked A, and referred to in the second and fourth pleas of the defendant Janes.

Kendrick to Janes.—A.

This indenture, made this 1st day of February, 1836, between William Kendrick, and Nancy his wife, of the county of Washington, county and State of Kentucky of the one part, and Stephen W. Janes, of the same county and State of the other part, witnesseth: that the said Will[iam] Kendrick, and Nancy his wife, for and in consideration of the sum of twelve hundred [and] forty-five dollars, to them in hand paid by the said Stephen W. Janes, the receipt whereof we do hereby acknowledge, have granted, bargained, and sold, and by these presents, do grant, bargain,

and sell, unto the said Stephen W. Janes, a certain tract or parcel of land that I purchased of John Graham, situate, lying, and being in the county of Washington, containing 177 acres, three quarters and twenty-seven poles, and bounded as follows, to wit: beginning at a stone marked with letter C, the southeast corner of the lot of land laid off for the Hill borough meeting [house;] running thence W. 6¼ poles, to another stone of said lot, and in James R. Mitchell's north and south line; thence with said Mitchell's line 36¼ poles, to a beech tree, Berry Lewis corner, in said line; thence north 86½ E., 20 poles, to another of said Lewis corner; thence N. 8½ E., 31¼ poles, to two beech trees, one on the west side, and the other on the east side of a branch; thence south 86¼ E., 111 poles, to a stone at the end of a lane; thence S. 8 W., 41½ poles, to two beech trees at the forks of a branch, John Janes corner; thence N. 66, E., 75 poles, to a stone and poplar bush near John Lewis fence; thence north with said Lewis line 114 poles, to two small sugar trees, John Lewis corner in a branch; thence down said branch with its meanders 170 poles, to a beech tree near said branch, John Lewis corner; thence S. 83 W., 42 poles, to a beech tree, corner to James B. Mitchell; thence with his line S. 120 poles, to a stone near the grave yard; thence E. 6¼ poles, to another stone; thence S. 25½ poles, to the beginning; to have and to hold the said land, with all its appurtenances thereto belonging, to the said Stephen W. Janes and his heirs forever; and the said Kendrick, and Nancy his wife, for themselves and heirs, do further covenant and agree, to and with the said Stephen W. Janes, his heirs, &c., that they warrant and forever defend the said tract or parcel of land, against the claim or claims of all and every person whatsoever.

In testimony whereof, we have hereunto set our hands and affixed our seals the day and year above written.

WM. KENDRICK, [SEAL.]
NANCY KENDRICK. [SEAL.]

WASHINGTON COUNTY, KENTUCKY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, from William Kendrick, and Nancy his wife, to Stephen W. Janes, was produced to me on 1st February, 1836, acknowledged by said Kendrick to be his act and deed, and on the 1st day of September, 1836, the same was acknowledged by the within named Nancy Kendrick, to be her act and deed; she having been examined by me separate and apart from her husband, declared that she did freely and willingly seal, and deliver said writing, *writing* and wished not to retract it, and acknowledged the same again, shewn and explained to her to be her act and deed, and consenteth that the same might be recorded, which is done accordingly in deed book 111, page 497.

Given under my hand this 8th September, 1836.

A true copy, Atts: W. B. BOOKER, *C. W. C.*

Plaintiff's demurrer No. 1.

And the plaintiff prays oyer of the will which is read, and says, that

by reason of any thing contained in the first plea by the defendants pleaded, he ought not to be barred or precluded from having or maintaining his sceire facias, because, he says, that the said plea, and the matter and things therein contained, are altogether insufficient in law to bar his action aforesaid; and this he is ready to verify, &c.

OWSLEY, *P. Q.*

No. 2.

And as to the second plea of the defendants, the plaintiff says, precludi non, because he says, that the said plea, and the matters [and] things therein contained, are insufficient in law to have his action; and this he is ready to verify, &c.

OWSLEY, *P. Q.*

No. 3.

And as to the third plea the plaintiff says, precludi non, because he says, that the said plea, and the matters and things therein contained, are insufficient in law to bar or preclude the plaintiff from having and maintaining his action; and this he is ready to verify, &c.

OWSLEY.

No. 4.

And as to the 4th plea of the defendants, the plaintiff says, precludi non, because he says, that said plea, and the matters and things therein contained, are insufficient in law to bar or preclude the plaintiff from maintaining his action; and this he is ready to verify.

OWSLEY, *P. Q.*

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court in and for the State aforesaid, do certify, that the foregoing twenty pages contain a full, true, and complete transcript of the record, wherein John Doe, on the demise of Will[iam] F. Taylor, is plaintiff, and William Peter was defendant, with the proceedings had on the sciere facias, to revive the judgment, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereunto set my name as clerk, and affixed the seal of said court; done in [my] office, at Frankfort, this 24th day of April, 1840, and in the 48th year of the Commonwealth.

[L. S.]

Att: A. H. RENNICK, *C. G. C.*

STATE OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge in and for the general court, do hereby certify, that the above named Alexander H. Rennick was, at the date of the above certificate, and still is, the clerk of said court; that his certificate is in due form of law, and that the same is entitled to full faith and credit.

Given under my hand and seal at Frankfort, Kentucky, on this 30th day of April, 1840.

MASON BROWN. [SEAL.]

THE UNITED STATES OF AMERICA,
Northern district of Alabama:

I, Benjamin T. Moore, clerk of the district court of the United States of America for the northern district of Alabama, do hereby certify, that the foregoing pages contain a true copy, and complete transcript of the record and proceedings had in said court in the cause, wherein William Taylor, George Taylor, William Primrose, and Eliza his wife, George Porter, and Elspet his wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, are complainants, against George M. Savage, executor of the last will and testament of Samuel Savage, deceased, is defendant.

In testimony whereof, I [here]unto subscribe my name and affix [L. S.] the seal of said district court, at office, in Huntsville, this twenty-third day of January, eighteen hundred and forty-three.

B. T. MOORE, *Clerk of said Court.*

THE UNITED STATES OF AMERICA:

Pleas had at a term of the district court of the United States of America, for the northern district of Alabama, begun and held at the court house in the town of Huntsville, in said district, on the fourth Monday, (being the 25th day) of November, in the year of our Lord one thousand eight hundred and forty-four, and of the independence of the said United States of America the sixty-ninth year.

Present the honorable William Crawford, judge of said district court.

Bill of revivor vs. Winston P. Pettus, administrator, &c.

William Taylor, George Taylor, William Rainey, Alexander Rainey, William Primrose and wife, George Porter and wife, and Elizabeth Rainey,
vs.
Winston P. Pettus, administrator, &c., of Samuel Savage, deceased.

(Bill of revivor vs. Winston P. Pettus, administrator, &c., of Samuel Savage, deceased.)

Be it remembered that heretofore, to wit, on the nineteenth day of September, in the year of our Lord one thousand eight hundred and forty-four, was filed in the office of the clerk of the district court of the United States of America for the northern district of Alabama, at Huntsville, in said district, a bill of revivor in the names of William Rainey, Alexander Rainey, Elizabeth Rainey, William Taylor, George Taylor, Wm. Primrose, and his wife Eliza Primrose, and George Porter and his wife Elspet Porter, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, complainants, against Winston P. Pettus, administrator de bonis non of the estate of Samuel Savage, with the will annexed, late of the State and district last aforesaid, deceased, who is a citizen of the State of Alabama, residing in the district aforesaid, respondent, in the words and figures following, to wit:

"To the honorable William Crawford, judge of the district court of the United States for the northern district of Alabama, at Huntsville:

William Rainey, Alexander Rainey, Elizabeth Rainey, Wm. Taylor, George Taylor, William Primrose, and his wife Eliza Primrose, George Porter, and his wife Elspet Porter, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, bring this their bill of revivor against Winston P. Pettus, a citizen of the State of Alabama, residing in said northern district, administrator de bonis non of the estate of Samuel Savage, with the will annexed, late of the State and district last aforesaid, deceased; and thereupon your complainants complain and say, that Samuel Taylor, and the said William Rainey, Alexander Rainey, and Elizabeth Rainey, on the first day of September, 1838, filed their original bill, which was afterwards amended in this honorable court, against George Savage, executor of the said Samuel Savage, deceased; that after the filing of said bill, the said Samuel Taylor departed this life, and that after that his children, William, George, Eliza, and Elspet, who are above named, and the said William Primrose, husband of the said Eliza, and the said George Porter, the husband of the said Elspet, were duly made parties complainants to said bill, by order of your honor; that afterwards, to wit, on the 28th day of November, 1842, at the then term of this honorable court, the said cause came on to be heard, and your honor, as the presiding judge of said court, then and there rendered a decree in the following words, to wit:

This cause having been under the consideration of the judge of this court during the last vacation, by consent of the parties herein, and with the assent of the court, it is now ordered, adjudged, and decreed by the court, that the bill of the complainants be dismissed, so far as it seeks to recover of the respondent, as the representative of Samuel Savage, any sum of money for the transactions of Samuel Savage, executor of William F. Taylor, in the State of South Carolina; and it is further ordered and decreed that the said complainants recover of the respondent, as executor of Samuel Savage, deceased, the sum of two thousand one hundred and eighteen dollars, with interest thereon at the rate of six per centum per annum, from the 21st day of July, eighteen hundred and eighteen, to this day; and that it be referred to the master in chancery to state an account between the parties, and to report the same to this court; and it being agreed by the parties that the account should be stated by the judge of this court in vacation, instead of the master, and the following statement of account between the parties, by the judge of this court, having been made, viz.: I find that the estate of Samuel Savage is chargeable with the following sum of money, received by the said Savage on the 21st day of July, eighteen hundred and eighteen, from a sale of some of the lands lying in Kentucky, which belonged to William F. Taylor in his lifetime - - - - $2,118 00

Interest on the said sum of money from the twenty-first day of July, eighteen hundred and eighteen to the twenty-eighth day of November, the commencement of the present term of this court, at the rate of six per centum per annum, amounting to the sum of - 3,094 92

Total amount due, amounting to - - - $5,212 92

And the said report being approved by the court, it is ordered, adjudged, and decreed by the court, that the said complainants recover of the said defendant the said sum of five thousand two hundred and twelve dollars and ninety-two cents, and the costs herein, to be levied of the goods and chattels, lands and tenements, of the said Samuel Savage, and that the said respondent pay the costs of this suit."

Your complainants now further show to your honor, that the judge of the county court of Lauderdale county, in the State of Alabama and northern district aforesaid, on the 28th day of November, 1842, duly removed the said George Savage from his said executorship, the said George having previously obtained his letters testamentary, and qualified as executor as aforesaid, before the judge of the county court of said county of Lauderdale, where also the will of his testator was proved and established. Your complainants further show to your honor, that after said executor was removed as aforesaid, the said Winston P. Pettus was elected and qualified as the sheriff of said county of Lauderdale, and in virtue of that office became and now is the administrator, de bonis non, with the will annexed, of the estate of the said Samuel Savage, deceased, and as such is acting. Your complainants further say, that this cause ought to be revived against the said administrator de bonis non, and to stand in the same condition with respect to your complainants, as it stood before said executor was removed, the said decree remaining wholly unsatisfied. Therefore your complainants pray that the said suit, proceedings, and decree, which became so abated by the removal of said executor, as aforesaid, may stand and be revived against the said Winston P. Pettus, as administrator be bonis non as aforesaid, and be in the same plight and condition as the same were in at the time of the removal of said executor, as aforesaid, and that your complainants may have the benefit thereof, or that said Winston P. Pettus may show cause why the said suit, and proceeding, and decree should not be so revived, and that the same may be revived accordingly.

May it please your honor to grant the writ of subpœna of the United States of America to be directed to said Winston P. Pettus, administrator de bonis non as aforesaid, commanding him to appear in this honorable court, on a certain day, and under a certain penalty, in said subpœna to be specified, to shew cause, if any he has or can, why the said suit, proceedings, and decree should not be revived against him, as administrator as aforesaid.

McCLUNG, HOPKINS, & PARSONS,
Counsel for Complainants.

Subpœna vs. W. P. Pettus, administrator, &c.

And afterwards, to wit, on the nineteenth day of September, in the year of our Lord one thousand eight hundred and forty-four, was issued a subpœna in said cause, in the words and figures following to wit:

" The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon Winston P. Pettus, administrator de bonis non, with the will annexed, of Samuel Savage, deceased,

who is a citizen of the State of Alabama, residing in the northern district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States for the northern district of Alabama, at the court house in the town of Huntsville, in said northern district, on the rule day to be held on the first Monday in October next, to shew cause, if any he have or can, why the suit, proceedings, and decree mentioned in the bill of revivor of William Rainey, Alexander Rainey, Elizabeth Rainey, William Taylor, George Taylor, William Primrose, and his wife Eliza Primrose, George Porter, and his wife Elspet Porter, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, plaintiffs, this day filed on the chancery side of said court, against the said Winston P. Pettus, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, as aforesaid defendant, shall not be revived, &c., a certified copy of which bill of revivor is herewith issued, to be by you delivered to the said Winston P. Pettus, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, as aforesaid.

Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the honorable Wm. Crawford, judge of said district court of the United States for the northern district of Alabama, this nineteenth day of September, in the year of our Lord one [SEAL.] thousand eight hundred and forty-four, and of the independence of the United States of America the sixty-ninth.

Attest: B. T. MOORE,
Clerk of said court.

Issued nineteenth day of September, 1844.

Mem. The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which this writ is returnable, otherwise the suit, proceedings, and decree aforesaid may be revived.

Attest: B. T. MOORE,
Clerk D. C., U. S. N. D. Ala."

(Endorsed.) " Executed 23d September, 1844.
BENJ. PATTESON, *Mar.*
By his deputy R. W. COLTART."

Bill of revivor vs. Vincent M. Benham, administrator, &c.

William Rainey, Alexander Rainey, Elizabeth Rainey, Wm. Taylor, George Taylor, William Primrose and wife, and George Porter and wife,
vs.
Vincent M. Benham, administrator, &c., of Samuel Savage, deceased.

(Bill of revivor vs. Vincent M. Benham, administrator, &c.)

Be it remembered, that heretofore, to wit, on the fourth day of October, in the year of our Lord one thousand eight hundred and forty-four, was filed in the office of the clerk of the district court of the United States

of America for the northern district of Alabama, at Huntsville, in said district, a bill of revivor, in the names of William Rainey, Alexander Rainey, Elizabeth Rainey, William Taylor, George Taylor, William Primrose, and his wife Eliza Primrose, and George Porter, and his wife Elspet Porter, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, complainants, against Vincent M. Benham, administrator de bonis non, with the will annexed of Samuel Savage, deceased, who is a citizen of the State of Alabama, residing in said northern district, defendant, in the words and figures following, to wit:

"To the honorable William Crawford, judge of the district court of the United States for the northern district of Alabama, at Huntsville.

William Rainey, Alexander Rainey, Elizabeth Rainey, William Taylor, George Taylor, William Primrose, and his wife Eliza Primrose, George Porter, and his wife Elspet Porter, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, bring this their bill of revivor, against Vincent M. Benham, a citizen of the State of Alabama, residing in said northern district, administrator de bonis non, of the estate of Samuel Savage, with the will annexed, late of the State and district last aforesaid, deceased. And thereupon your complainants complain and say, that Samuel Taylor, and the said Wm. Rainey, Alexander Rainey, and Elizabeth Rainey, on the first day of September, 1838, filed their original bill, which was afterwards amended in this honorable court, against George Savage, executor of the said Samuel Savage, deceased; that after the filing of said bill, the said Samuel Taylor departed this life, and that after that his children, William, George, Eliza, and Elspet, who are above named, and the said William Primrose, husband of the said Eliza, and the said George Porter, the husband of the said Elspet, were duly made parties complainants to said bill, by order of your honor.

That afterwards, to wit, on the 28th day of November, 1842, at the then term of this honorable court, the said cause came on to be heard; and your honor, as the presiding judge of said court, then and there rendered a decree in the following words, to wit: This cause having been under the consideration of the judge of this court during the last vacation, by consent of the parties herein, and with the assent of the court, it is now ordered, adjudged, and decreed by the court, that the bill of the complainants be dismissed, so far as it seeks to recover of the respondent, as the representative of Samuel Savage, any sum of money for the transactions of Samuel Savage, executor of William F. Taylor, in the State of South Carolina; and it is further ordered and decreed, that the said complainants recover of the respondent, as executor of Samuel Savage, deceased, the sum of two thousand one hundred and eighteen dollars, with interest thereon, at the rate of six per centum per annum from the twenty-first day of July, eighteen hundred and eighteen, to this day, and that it be referred to the master in chancery to state an account between the parties, and to report the same to this court; and it being

agreed by the parties that the account should be stated by the judge of this court in vacation instead of the master, and the following statement of account between the parties by the judge of this court having been made, viz: "I find that the estate of Samuel Savage is chargeable with the following sum of money received by the said Savage on the twenty-first day of July, eighteen hundred and eighteen, from a sale of some lands, lying in Kentucky, which belonged to William F. Taylor in his lifetime - - - - - - - $2,118 00

Interest on the said sum, from the twenty-first day of July, eighteen hundred and eighteen, to the twenty-eighth day of November, the commencement of the present term of this court, at the rate of six per centum per annum, amounting to the sum of - - - - $3,094 92

Total amount due, amounting to - - - - $5,212 92

And the said report being approved by the court, it is ordered, adjudged, and decreed by the court, that the said complainants recover of the said defendant the said sum of five thousand two hundred and twelve dollars and ninety-two cents, and the costs herein, to be levied of the goods and chattels, lands and tenements, of the said Samuel Savage, and that the said respondent pay the costs of this suit."

Your complainants now further show to your honor that the judges of the county court of Lauderdale county, in the State of Alabama, and northern district aforesaid, on the 28th day of November, 1842, duly removed the said George Savage from his said executorship, the said George having previously obtained his letters testamentary, and qualified as executor as aforesaid, before the judge of the county court of said county of Lauderdale, where also the will of his testator was proved and established.

Your complainants further show to your honor that, after said execution was removed, as aforesaid, the said Vincent M. Benham, being then the sheriff of Lauderdale county aforesaid, became, in virtue of that office, the administrator de bonis non, with the will annexed, of the estate of said Samuel Savage, deceased, and that since that time his said office of sheriff having expired, the said Benham was duly appointed by and qualified before the judge of the county court of said county of Lauderdale, as administrator de bonis non, with the will annexed of said Samuel Savage, deceased, and is now acting as such.

Your complainants further say, that this cause ought to revive against the said administrator de bonis non, and to stand in the same condition with respect to your complainants as it stood before said executor was removed, the said decree remaining wholly unsatisfied. Therefore your complainants pray that the said suit, proceedings, and decree, which became so abated by the removal of said executor as aforesaid, may stand and be revived against the said Vincent M. Benham, as administrator de bonis non as aforesaid, and be in the same plight and condition as the same were in at the time of the removal of said executor as afore-

said, and that your complainants may have the benefit thereof; or that said Vincent M. Benham may show cause why the said suit, proceedings, and decree should not be so revived, and that the same may be revived accordingly. For explanation, your complainants state, that they, on the 19th day of September, 1844, filed a bill in this honorable court, similar to this, for the purpose of reviving this suit, proceeding, and decree against Winston P. Pettus, the present sheriff of said county of Lauderdale, as administrator de bonis non, with the will annexed, of said Samuel Savage, deceased. Your complainants had understood and believed that said Pettus had become, in virtue of his said office of sheriff, the administrator as aforesaid. But they now state that said office of administrator, as aforesaid, did not pass to said Pettus, but was continued by said Benham as aforesaid; wherefore your complainants will not further proceed against said Pettus. May it please your honor to grant the writ of subpœna of the United States of America, to be directed to said Vincent M. Benham, administrator de bonis non as aforesaid, commanding him to appear in this honorable court on a certain day, and under a certain penalty in said subpœna to be specified, to show cause, if any he has, or can, why the said suit, proceedings, and decree should not be revived against him as administrator aforesaid.

HOPKINS & PARSONS,
J. W. McCLUNG,
Counsel for compl'ts."

Subpœna vs. V. M. Benham, adm'r, &c.

And afterwards, to wit, on the fourth day of October, in the year of our Lord one thousand eight hundred and forty-four, was issued in said cause a writ of subpœna, in the words and figures following, to wit:

"The President of the United States of America to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon Vincent M. Benham, administrator de bonis non, with the will annexed of Samuel Savage, deceased, who is a citizen of the State of Alabama, residing in the northern district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States for the northern district of Alabama, at the court house, in the town of Huntsville, in said northern district, on the rule day, to be held on the first Monday in November next, to shew cause, if any he have, or can, why the suit, proceedings, and decree mentioned in the bill of revivor of William Rainey, Alexander Rainey, Elizabeth Rainey, William Taylor, George Taylor, William Primrose, and his wife Eliza Primrose, George Porter, and his wife Elspet Porter, who are all aliens and subjects of the Queen of the united kingdom of Great Britain and Ireland, plaintiffs, this day filed on the chancery side of said court, against the said Vincent M. Benham, adm'r de bonis non, with the will annexed, of Samuel Savage, as aforesaid, dec'd, defendant, shall not be revived, &c., a certified copy of which bill of revivor is herewith issued, to be

by you delivered to the said Vincent M. Benham, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, as aforesaid. Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness, the Hon. William Crawford, judge of said district court of the United States, for the northern district of Alabama, this fourth day of October, in the year of our Lord one thousand eight hundred and forty-four, and of the independence of the United States of America the sixty-ninth.

Attest: B. T. MOORE,
Clerk of said court.

Issued fourth day of October, 1844.

Mem.—The defendant is to enter his appearance in this suit, in the clerk's office, on or before the day at which this writ is returnable; otherwise the suit, proceedings, and decree, aforesaid, may be revived.

Attest: B. T. MOORE,
Clerk D. C. U. S., N. D. Ala.

(Endorsed:) "Executed 19th October, 1844.
BENJAMIN PATTESON,
Marshal of the northern district of Alabama.
By his deputy, L. G. GARRETT."

Demurrer.

District court of the United States for the northern district of the State of Alabama.

William Rainey et al,
vs.
V. M. Benham, admr., &c.

This defendant, by protestation, not confessing all or any of the matters and things in complainants' said bill of revivor contained, to be true, in such manner and form as therein set forth and alleged, does demur to said bill, and for cause of demurrer shows: said bill of revivor does not state the proceedings and relief prayed by the original bill.

2nd. Said bill of revivor does not show or allege that this defendant has, or ever had, any assets belonging to the estate of said Samuel Savage.

3d. This defendant is the administrator de bonis non, with the will annexed, of Samuel Savage, and cannot be made party defendant to said original bill by bill of revivor.

4th. This defendant as such administrator as aforesaid, comes not in privity with George Savage, against whom said decree was rendered, and for want of that privity, a bill of revivor will not lie.

5th. Said bill of revivor does not show whether said decree was rendered before the removal of said George Savage as such executor; whereupon, and for divers other good causes of demurrer appearing in said bill of revivor, this deponent does demur thereto, and prays the

judgment of this court if he shall be compelled to make further answer to said bill; and prays to be dismissed hence with his costs, &c.

COOPER & ROBINSON,
Counsel for defendant.

We certify, that in our opinion, the demurrer of defendant above filed, is well founded in point of law.

Nov. 25th, 1844.

JAMES ROBINSON,
and WILLIAM COOPER,
Counsel for defendant.

This day, personally appeared before me, Benjamin T. Moore, clerk of said district court, Vincent M. Benham, defendant, in the above named suit, who being sworn says, that he does not interpose his said demurrer for delay.

V. M. BENHAM.

Subscribed and sworn to before me, this 26th November, 1844.

Teste: B. T. MOORE, *Cl'k D. C.*

The answer of Vincent M. Benham, administrator, &c.

The answer of Vincent M. Benham, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, to a bill of revivor exhibited against him in the district court of the United States for the northern district of Alabama, at Huntsville, by William Rainey, Alexander Rainey, William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife. This defendant, now, and at all times saving and reserving, &c., for answer thereunto, says: That he has no personal knowledge of said suit mentioned by complainants, or of the proceedings and decree had therein. He knows, and therefore admits, that George Savage was removed from his office of executor of the last will and testament of Samuel Savage, deceased, by the judge of the orphans' court of Lauderdale county in said State of Alabama, on the 28th day of November, 1842, and that this defendant was on the same day, within a few hours after said removal, appointed administrator de bonis non, with the will annexed, of the said Samuel Savage, deceased, by the same judge and court.

This defendant has been informed, and believes, and so charges, that said decree mentioned in said bill of revivor, was not in fact rendered against said George Savage, as such executor, on the said 28th day of November, 1842. This defendant has been further informed, and believes, and so charges, that the said district court, at its November term, 1842, did not convene and was not opened by the judge thereof, for the transaction of business, till the afternoon of Monday, the 28th day of November, 1842. And after the said court was so convened and opened, said court announced its intention to render the decree mentioned in said bill of revivor, on the day then next succeeding; and accordingly, on Tuesday, the 29th day of November, 1842, said court rendered said decree, which was not in fact rendered until said time. And that the

clerk of said court, for some reason unknown to this defendant, in making up the minutes of the proceedings of said court, entered up said decree as having been rendered on the 28th day of November, 1842, when it should have been entered up as rendered on the 29th day of said month. This defendant admits that he is now, and has been, since the 28th day of November, 1842, the sole administrator of the estate of the said Samuel Savage, deceased; having been re-appointed by the judge of the said orphans' court of Lauderdale county after his term of office of sheriff of said county expired. And this defendant doth, further answering, plead, that when said decree was rendered in this court, the said George Savage was not the executor of said Samuel Savage, and that this defendant was then the administrator de bonis non, with the will annexed, of the said Samuel Savage; and that he was so appointed by the judge of the orphans' court of Lauderdale county in said State, sitting and presiding in court for the transaction of orphans' court business, and the granting of letters of administration, and having jurisdiction in said matters, and the administration of the estate of said Samuel Savage, and this defendant was appointed administrator as aforesaid, early on the 28th day of November, 1842; and he is advised, and believes, and so charges, that the decree in this cause was not rendered in this court until after the appointment of this defendant as such administrator.

And having fully answered, defendant prays to be dismissed hence with his costs, &c.

COOPER & ROBINSON,
Counsel for def't.

This day came Vincent M. Benham, the foregoing respondent, and made this his affidavit, that the matters and things contained in the answer above positively stated, or as of his own knowledge, are true, and the matters stated, as of his opinion, information, or belief, he verily believes to be true.

V. M. BENHAM.

Sworn to and subscribed by the affiant, before me, this the twenty-sixth day of Nov., 1844.

Teste: B. T. MOORE, *Clk D. C.*

And now, afterward, to wit, on the twenty-ninth day of November, being a day of the term of said district court, begun and held at the court house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-four, the following entry was made in said cause in the words following, to wit: "Comes Vincent M. Benham, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, by his counsel, and moves the court to dismiss this suit for want of prosecution, which motion was overruled by the court; thereupon said Vincent M. Benham, administrator, &c., as aforesaid, filed his demurrer to said bill of revivor, which being argued by counsel, and fully understood by the court, it is ordered by the court that said demurrer be overruled.

And thereupon said Vincent M. Benham, administrator, &c., as aforesaid, filed his answer to said bill of revivor, and the court notwithstanding said answer, hereby orders that said decree against George M. Savage, as executor of said Samuel Savage, deceased, as aforesaid, be revived against said Vincent M. Benham, administrator de bonis non, with the will annexed, of said Samuel Savage, deceased.

And thereupon said Vincent M. Benham prayed and obtained an appeal to the next term of the Supreme Court of the United States, to be held at Washington city, in the District of Columbia, on the first Monday in December next, and tendered his bond, with William Koger and Robert Kernehan, his securities, which are approved of by the court.

And the complainants, by their counsel, also pray an appeal to the said Supreme Court, not from the order of revivor, but from the decree itself, and tender the bond of the said William Primrose, with Silas Parsons and James W. McClung, their securities, which are approved of by the court; and said appeal is granted." (And on the day last aforesaid, and before the entry aforesaid, the following entry was made: "Come the complainants, by their counsel, and move that the bill of revivor in this cause against Winston P. Pettus be dismissed, as the same was filed through mistake. It is therefore considered by the court, that said bill of revivor against said Pettus be dismissed."

(The bond of defendant.)

Know all men by these presents, that we, Vincent M. Benham, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, and William Koger and Robert Kernehan, are held and firmly bound unto William Rainey, Alexander Rainey, Elizabeth Rainey, William Taylor, George Taylor, William Primrose, and Eliza his wife, George Porter, and Elspet his wife, in the penal sum of ten thousand four hundred and twenty-six dollars, for the due payment of which, we, and each of us, do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-ninth day of November, eighteen hundred and forty-four.

The condition of the above obligation is such, that whereas in a suit heretofore pending in the district court of the United States for the northern district of Alabama, at Huntsville, wherein William Rainey, Alexander Rainey, Elizabeth, William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, were plaintiffs, and George M. Savage as the executor of Samuel Savage, deceased, was defendant, a decree was rendered by said district court, at the November term thereof, in the year 1842, in favor of said plaintiffs, against the said George M. Savage as such executor, for the sum of five thousand two hundred and twelve dollars and ninety cents, together with the costs; and whereas the said George M. Savage was, by the orphans' court of Lauderdale county, in said State of Alabama, removed from his office of executor of the said Samuel Savage, before the execu-

tion of said decree; and whereas, after the removal of the said George M. Savage, Vincent M. Benham was by said orphans' court of Lauderdale county, appointed administrator de bonis non, with the will annexed, of the said Samuel Savage; and whereas, the plaintiffs in said suit filed in said district court their bill of revivor, wherein they sought and prayed to have said decree revived against said Vincent M. Benham as such administrator; and whereas, the said district court, at its present term, revived said decree against said Vincent M. Benham as such administrator, whereby said court ordered and decreed that said Benham, as such administrator, out of the assets in his hands to be administered, should pay the sum of five thousand two hundred and twelve dollars and ninety cents, together with costs. And the said Vincent M. Benham, having prayed an appeal from said decree to the Supreme Court of the United States, at its next term, to be begun and held at the city of Washington, on the first Monday in December, 1844; which appeal was granted by said district court.

Now, if the said Vincent M. Benham shall prosecute his appeal to effect, and pay and satisfy any judgment or decree which said supreme court may render against him, then this obligation is to be null and void, else to remain in full force and virtue.

V. M. BENHAM, [SEAL.]
WILLIAM KOGER, [SEAL.]
By his attorney in fact H. DELLAHUNTY.
ROBERT KERNEHAN, [SEAL.]
By his attorney in fact H. DELLAHUNTY.

(*The appeal bond of complainants.*)

Know all men by these presents, that we, William Primrose, Silas Parsons, and James W. McClung, are held and firmly bound unto Vincent M. Benham, administrator, with the will annexed, of Samuel Savage, deceased, in the sum of two hundred and fifty dollars; for the payment of which, well and truly to be made, we bind ourselves, and each of ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Signed with our names, and sealed with our seals, this 29th day of November, A. D. 1844.

The condition of the above obligation is such, that whereas, on the 28th November, 1842, being a day of a term of the district court of the United States for the northern district of Alabama, begun and held at the court-house in the town of Huntsville, in the district aforesaid, on the 4th Monday of November, 1842, in a cause therein in chancery, in which William Taylor, George Taylor, the said William Primrose and his wife Eliza, George Porter and his wife Elspet, William Rainey, and Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, as executor of the last will and testament of Samuel Savage, deceased, was respondent, a final decree was rendered in favor of said complainants against said George M. Savage, as executor of the last will and testament of the said Samuel Savage, deceased. And whereas the said George M. Savage was, by the orphans' court of Lauderdale county, in said State of Alabama, removed from his office of executor of said

Samuel Savage, before the execution of said decree; and whereas, after said removal, the said Vincent M. Benham was, by said orphans' court of Lauderdale county, appointed administrator de bonis non, with the will annexed, of the said Samuel Savage; and whereas said complainants filed their bill of revivor in said district court, whereby they sought and prayed to have said decree revived against said Vincent M. Benham as such administrator; and whereas said court, at its present term, revived said decree against said Vincent M. Benham as such administrator, whereby said court ordered and decreed that said Benham, as such administrator, out of the assets in his hands to be administered, should pay the amount of said original decree, with costs, to wit, the sum of five thousand two hundred and twelve dollars and ninety cents, together with costs. And the said complainants having prayed and appeal from said decree to the Supreme Court of the United States at its next term, to be begun and holden at the city of Washington, on the first Monday in December, 1844; which appeal was granted by the said district court. Now, if the said complainants shall prosecute their said appeal to effect, and pay and satisf all such costs as may be awarded against them by said Supreme Court, then this obligation to be null and void, else to remain in full force and virtue.

WM. PRIMROSE, [SEAL.]
By his attorney in fact J. W. McCLUNG.
SILAS PARSONS, [SEAL.]
J. W. McCLUNG. [SEAL.]

THE UNITED STATES OF AMERICA,
Northern district of Alabama:

I, Benjamin T. Moore, clerk of the district court of the United States of America for the northern district of Alabama, do hereby certify, that the above and foregoing pages, from one to four hundred and forty-seven, inclusive, contain a true and complete transcript of the record and proceedings had in said court, in the cause wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, are complainants, and George M. Savage, executor of the last will and testament of Samuel Savage, deceased, is defendant, including the original bill of complaint of said complainants, and the proceedings thereon, and also their bill of revivor against Winston P. Pettus, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, and also their bill of revivor against Vincent M. Benham, administrator de bonis non, with the will annexed, of Samuel Savage, deceased, and all the proceedings had thereon.

In testimony whereof, I hereto subscribe my name, and affix the seal of said district court, at office, in the town of Huntsville in said [L. S.] district, this the fifth day of December, in the year of our Lord one thousand eight hundred and forty-four, and of American independence the sixty-ninth.

Teste: B. T. MOORE,
Clerk of said D. C.

Filed, 2d Jan., 1845.

701.

SUPREME COURT OF THE UNITED STATES

No. 152.

ALBERT G. CREATH, COMPLAINANT AND APPELLANT,

vs.

WM. D SIMS.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR MISSISSIPPI.

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J. & G. S. Gideon, printers.

In chancery, between

A. G. CREATH, complainant,
vs.
W. D. SIMS, defendant.

Pleas before the honorable Peter V. Daniel, presiding judge of the circuit court of the United States in and for the ninth circuit and southern district of Mississippi, begun and held at the town of Jackson, at the May term, in the year of our Lord one thousand eight hundred and forty-four.

Be it remembered that, heretofore, to wit, on the twenty-ninth day of October, in the year of our Lord one thousand eight hundred and forty-two, came Albert G. Creath, who is a citizen of the State of Mississippi, complainant, by S. S. Prentiss, J. S. Yerger and Geo. S. Yerger, his solicitors, into the clerk's office of the court aforesaid, and filed his certain bill of complaint herein against William D. Sims, who is a citizen of the State of Virgina, defendant; which said bill is in the following words and figures, to wit:

To the judges of [the] circuit court of the United States for the southern district of Mississippi:

Albert G. Creath, a citizen of Warren county and State of Mississippi, brings this bill against William D. Sims, who is a citizen of the State of Virginia.

Your orator, A. G. Creath, complains and says, that he is a citizen of the State of Mississippi, and that the defendant, William D. Sims, is a citizen of the State of Virginia; he further represents that the said Wm. D. Sims recovered a judgment against your orator and one Wm. M. Pinkard, John J. Guion and Sam'l Mason, in the circuit court of the United States, for the southern district of Mississippi, at its May term in 1839, for the sum of ten thousand nine hundred and thirty dollars and sixty-six cents, and costs; the said John J. Guion, Samuel Mason and William M. Pinkard, are all citizens of the State of Mississippi, they are therefore not made defendants, as it would oust this honorable court of its jurisdiction.

Your orator further states that the said above named judgment was recovered on, upon a note, for the sum of $10,392 57; in which note your orator was only a security or surety for said William M. Pinkard, who was the principal in said note; all which facts appear on the face of said note, as may be seen by reference to a transcript of the records of said judgment herewith filed as exhibit A, and is prayed to be taken as a part of this your orator's bill of complaint.

Your orator further states, that an execution has issued on said judgment returnable to the November term, 1839, of said court; which execution was levied on sundry slaves, and a forthcoming bond executed

with one Thomas L. Arnold as surety; which bond was forfeited on fourth November, 1839; all of which appear by reference to said exhibit A.

Your orator further charges that an execution issued on said forthcoming bond against all the parties thereto, on the 16th December, 1839; which execution was levied on the following property of Wm. M. Pinkard, the principal in said judgment, to wit: lots No. 93 and 94, in square 10; also one half of lot No. 288, in square 60; also lots No. 207, in square 31; lot No. 199, square 29; lots No. 40, 41, 42, 43, 44, 38 and 39, in square 6; lots No. 90 and 91, in square 14; the undivided half of lots 60 and 65, in square 9, all in the city of Vicksburg; which said property, at the date of said levy, to wit, 24th March, 1840, and *and* until the return term of said execution, was of sufficient value to pay off said execution, had it been double its amount, had the same then been sold; but said lots greatly depreciated in value before the same were sold under a *venditio exponas* on said execution, to wit, first March, 1840.

Your orator further charges that said defendant, well knowing that your orator was only a surety for said William M. Pinkard, without the consent or knowledge of your orator by his attorney of record, ordered the marshall to suspend the sale of said property levied on as aforesaid; which order is as follows: "The marshall is authorized to levy on property enough of the defendants to pay the plaintiff's execution, and return the levy to court, without selling or advertising for sale, unless other judgments younger than this are pressed, and to an amount to endanger this debt; if so, the property will have to be sold, March 22nd, 1840.

NORCOM, *Pl'ff atto.*

Your orator further states, that no younger executions or judgments were pressed; and in consequence of said order of said attorney, no sale was made of said property levied on under said execution, but was suspended, and no sale made of said property, untill March, 1841. Said sale being suspended, and the levy undisposed of, no new execution could issue until it was disposed of. He further charges, that after the return term of the execution, by which said property was levied on, it became (as indeed all real property had) greatly depreciated in value, in consequence of commercial embarrassments and other causes, and there being other judgments of younger date against said Pinkard, the effect of said suspension of said sale was thought, by many, to give these younger judgments a preference—at least the doubt which this suspension created on this point caused said property, which was sufficient at the time of the levy to have twice paid said judgment, to sell for little or nothing. He further charges that said order to suspend said sale was made in consequence of some agreement between said defendant, Sims' attorney, and William M. Pinkard, the principal; to which agreement your orator was no party, nor did he agree or assent to the same. Your orator further states that he has been informed and believes, and so

charges the fact to be, that the said property of said Pinkard, levied on as aforesaid, together with other property of said Pinkard not levied on, was, at the time of said levy, and until after the return term of said execution, amply sufficient to pay not only this judgment, but all other judgments and liens of prior date to the time when the lien of this judgment took effect; and had said sale been made, said judgment aforesaid would have been satisfied out of the property of said Pinkard. Your orator was therefore greatly injured by said suspension; and, as he was merely a surety, he is advised that said suspension of said sale and execution, without his knowledge or consent, exonerates and discharges him in equity.

Your orator further charges that after the sale of said property, levied on as aforesaid, several other executions issued on said judgment; one of which, returnable to the November term, 1841, of your honorable court, was levied on certain real estate of your orator; but said levy was set aside by the court, and a new execution ordered to issue; and afterwards another execution did issue on said judgment, returnable to the November term, 1842, of your honorable court; which execution is now in the hands of the marshal, and he has levied it on the following property of your orator; all of which property is described in the advertisement of the marshal's sale herewith exhibited marked B, and prayed to be taken as a part of this bill; all of which property is advertised for sale under said execution, on the fifth Monday of October, 1842; and will be sold, unless the same is enjoined by order of this honorable court.

Your orator further charges, that the consideration of said note was this. Sam'l. Mason, for himself and William M. Pinkhard, purchased from one John C. Redly, in the year 1836 or 1837, sixty-nine slaves, for which they agreed to give the sum of sixty-nine thousand dollars, payable in one, two and three years. The said Redly represented fraudulently, as your orator has been informed and believes, all said slaves to be perfectly sound and healthy, and warranted them, as your orator has been informed and believes, to be sound and healthy. The bill of sale which said Redly executed for said slaves is not now in the hands of your orator, but he will endeavor to obtain it and file it as a part of this bill, and as an exhibit in the cause. Your orator charges that the said defendant is the administrator of said John C. Redly, who died in Virginia, and the note sued on was given to said defendant, as administrator of said Redly, in renewal of one previously given to said Redly in part consideration of the sale of said slaves.

Your orator charges that he has been informed, and believes and so charges the fact to be, that some ten or twelve of said slaves were so unsound at the time of said sale, that they subsequently died of diseases existing in them at the time of said sale. This defence could not be made at law, because the whole consideration not having failed, it was no defence at law, but could only be corrected by application to a court of equity. He further represents that said note and the judgment rendered thereon, is, as he has been informed, void in law, because he states that said sale of said slaves, as before stated, was made in the State of

Mississippi. The slaves, however, were at the time of said sale in the State of Tennessee, but both parties knew, at the time, that said slaves were introduced and brought into the State of Mississippi. They were taken to Memphis for the purpose of selling them to planters, or others, in Mississippi, and the said Mason was to go to Memphis, in Tennessee, to receive said slaves and bring them into Mississippi. Your orator charges that the sale or agreement was made, as before stated, in Mississippi, and although the slaves were not actually in the State at the time, yet, as both parties knew they were to be introduced into the State, your orator charges it was an evasion, or fraud, on the constitution and laws of the State of Mississippi, which prohibited the introduction of slaves for merchandize or for sale in said State; and in pursuance of said sale, made in Mississippi, as aforesaid, said slaves were immediately thereafter brought into said State of Mississippi.

Your orator further shews to your honor, that he did not rely upon the foregoing facts, and the illegality of the consideration of said note as a defence to defendant's suit at law, for the reason that the only witnesses then known to him, by whom he could prove said facts, and the consideration of said note had been jointly sued with him, and were joint parties with complainant as defendants to the suit at law upon said note, on which the judgment mentioned in said bill of complaint was rendered. The premises considered, your orator prays that said William D. Sims may be made a defendant to this bill of complaint, and true and perfect answer make thereto. He also prays that said defendant may, by the decree of this honorable court, be forever and perpetually enjoin[ed] from selling the property of your orator, so levied on as aforesaid by virtue of said execution; and that he may be perpetually enjoined from levying any execution which may hereafter issue on said judgment on any of your orator's property, or in any manner proceed to inforce said judgment against your orator's person or property, and for such other and further relief as is just and equitable. He also further prays, that upon his entering into bound to the defendant, in such penalty as may be prescribed by your honor, and with such security as you may direct, conditioned to have all said slaves and property levied on as aforesaid, forthcoming to answer any decree which may be made in the premises, and to deliver the same to the marshall in the event the injunction should be dis[s]olved, and also to pay the costs of this suit if the injunction is dis[s]olved; that then upon his giving such bond as aforesaid to the clerk of this honorable court, that a writ of injunction may be ordered to issue, enjoining said sale, as above prayed. He also prays for a writ of subpœna, directed, &c., commanding, &c. And he will ever pray, &c.

S. S. PRENTISS,
J. S. YERGER,
GEO. S. YERGER,
Sol'ors for comp's.

Personally appeared A. G. Creath, the above named complainant, before me, Samuel J. Gholson, judge of the United States district court

for the 9th circuit, and southern district of Mississippi, who being by me first duly sworn, says, on oath, that the facts stated in the foregoing bill, as of his own knowledge, are true, and those stated on the information of others he believes to be true. Sworn to and subscribed before me, this 25th day of October, A. D. 1842.

S. J. GHOLSON,
A. G. CREATH.

To the clerk of the circuit court of the United States for the 9th circuit and southern district of Mississippi:

Let this injunction to operate as a supersedeas issue, as prayed for in the foregoing bill, upon the complainant entering into bound in the penalty of twenty thousand dollars, with Sargent S. Prentiss, Wm. Vick, J. S. Yerger, and Rich'd Chrismass, or any two of them, his securities, conditioned for the delivery of the property named in exhibit B, in the foregoing bill, to the proper officer, if the injunction is dis-[s]olved. Given under my hand, at my residence in the town of Aberdeen, Mississippi, this 25th day of October, A. D. 1842.

S. J. GHOLSON,
U. S. D. C. for Mississippi.

Exhibits referred to in said bill.

Exhibit A.

WILLIAM D. SIMS
vs.
WM. M. PINKARD, et als.

Pleas before the honorable Samuel J. Gholson, district judge of the United States, at a circuit court of the United States in and for the 9th circuit and southern district of Mississippi, held at the town of Jackson, at the May term, in the year of our Lord one thousand eight hundred and thirty-nine.

Be it remembered, that heretofore, to wit, on the ninth day of October, in the year of our Lord one thousand eight hundred and thirty-eight, came William D. Sims, by Norcom and Mason, his attorneys, and sued out the following writ of summons ad respondendum against William M. Pinkard, et al., to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

The President of the United States to the marshal of the southern district of Mississippi, greeting:

We command you, without delay, to summon William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, who are citizens of the State of Mississippi, that they be and appear before the circuit court of the United States, to be held at the town of Jackson, in and for the said district of Mississippi, on the first Monday of November next, to answer to William D. Sims, who is a citizen of the State of Virginia, of

a plea of trespass on the case on promises, to the damage of said plaintiff of twenty thousand dollars, and that they do file plea or defence with the clerk of said court, on or before the meeting of the same, or judgment will be given against them by default; and have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, the ninth day of October, A. D.
[SEAL.] 1838, and of the independence of the United States the sixty-third. WM. BURNS, *Clerk*.

Marshal's return. "Executed on the 11th October, 1838.
WM. M. GWIN, *Marshal*.
Per B. EMERY, *his deputy*.

And on the same day of suing out the writ aforesaid, the plaintiff, by his attorneys aforesaid, filed his declaration herein, in the words and figures following, to wit:

UNITED STATES OF AMERICA,

Southern district of Mississippi:

United States circuit court, ninth judicial circuit.

November term, in the year 1838.

William D. Sims, who is a citizen of the State of Virginia, by his attorneys, complains of William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, defendants, who are citizens of the State of Mississippi, of a plea of trespass on the case upon promises; for that whereas the said defendants, by the names and signatures of William M. Pinkard, principal, A. G. Creath, surety, John J. Guion, surety, and Samuel Mason, surety; heretofore, to wit, on the twenty-fifth day of June, in the year of our Lord one thousand eight hundred and thirty-eight, at Vicksburg, Mississippi, to wit, at the district aforesaid, made their certain promissory note, in writing, bearing date the day and year aforesaid, and then and there delivered the said promissory note to the said plaintiff, and thereby then and there promised to pay, on the first day of October, 1838, (meaning in the year 1838,) to the said plaintiff, or order, by the name of William D. Sims, administrator of John C. Ridley, deceased, the sum of ten thousand three hundred and ninety-two dollars and fifty-seven cents, for value received, payable at the branch of the Planters' bank, at Vicksburg, Mississippi; by means whereof the said defendants then and there became liable to pay the said plaintiff the said sum of money in said promissory note specified, according to the tenor and effect of the said note, and being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year aforesaid, and at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said note specified, according to the tenor and effect of the said note.

Yet the said defendants, not regarding their said promises and understandings, have not as yet paid the said plaintiff the said sum of money, or any part thereof, (although often requested so to do,) but to pay the

same, or any part thereof, to the said plaintiff, the said defendants have hitherto wholly failed and refused, and still do refuse so to do, to the damage of the said plaintiff of twenty thousand dollars; and therefore he brings his suit, &c.

NORCOM, *Plaintiff's attorney.*

And the said defendants come and defend the wrong and injury, when, &c., and say that they did not undertake and promise, in manner and form as is above thereof declared against them; and of this they put themselves upon the country, &c.

GUION, SMEDES & MARSHALL,
For defendants.

And the plaintiff doth the like.

NORCOM & MASON, *P. Q.*

And afterwards, to wit, at the said May term of the court aforesaid, to wit, on the twenty-third day of May, in the year of our Lord one thousand eight hundred and thirty-nine, until which time this cause was regularly continued, came the parties aforesaid, by their respective attorneys, and a jury being called, came, to wit, Philip Poindexter, David N. Barrows, Thomas Johnson, J. H. W. Dearing, John B. Raine, E. M. Avery, J. F. Irish, Samuel Moody, James Lynch, Samuel Swanson, John Carter, and J. H. Weaver, who being empannelled, tried, and sworn the truth to speak concerning the matters within contained, upon their oath do say, that the said defendants did undertake and promise, in manner and form as declared against; and they assess the plaintiff's damages, by reason thereof, to ten thousand nine hundred and thirty dollars and sixty-six cents.

Therefore it is considered by the court that the said plaintiff recover against the said defendants the said sum of ten thousand nine hundred and thirty dollars and sixty-six cents, the damages by the jurors in form aforesaid assessed, and his costs by him about his suit in this behalf expended.

And the said defendant, in mercy, &c.

Copy of note sued on.

$10,392 25. *Vicksburg, Miss., 95th June*, 1838.

On the first day of October, 1838, we, or either of us, promise to pay William D. Sims, administrator of John C. Ridley, deceased, or order, for value received, the sum of ten thousand three hundred and ninety-two dollars and fifty-seven cents, payable at the branch of the Planters' bank, at Vicksburg, Miss.

W. M. PINKARD, *Principal.*
A. G. CREATH, *Surety.*
JOHN J. GUION, *Surety.*
SAMUEL MASON. *Surety.*

And afterwards, to wit, on the 17th day of June, A. D. 1839, the fol-

lowing writ of fieri facias issued against the said defendants by virtue of the foregoing judgment, in the words and figures following, to wit:

CIRCUIT COURT OF UNITED STATES,

Southern district of Mississippi, sct:

The President of the United States to the marshal of the southern district of Mississippi, greeting.

We command you, that of the goods and chattels, lands and tenements, of William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, late of your district, you cause to be made the sum of ten thousand nine hundred and thirty dollars and sixty-six cents, which William D. Sims, lately in our circuit court for the district aforesaid, has recovered against them, for his damages which he has sustained by reason of a non-performance of a certain promise and assumption, by the said William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, to the said William D. Sims, lately made, with interest on the said sum at eight per centum per annum, from the 23d day of May, 1839, until paid; also, the sum of forty-four dollars and 41⅔ [cents,] for costs by him about his suit in that behalf expended, whereof the said Pinkard, Creath, Guion, and Mason, are convicted, as appears to us of record; and that you have the said moneys before the judges of our said court on the first Monday of November next, to render unto the said William D. Sims, for his damages and costs aforesaid, and have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Mon-
[L. S.] day of May, A. D. one thousand eight hundred and thirty-nine, and in the 63d year of the independence of the United States of America.

Issued the 17th day of June, A. D. 1839.

WM. BURNS, *Clerk.*

Marshal's return—"2d October, 1839, levied on Tom, Bill, Jo, Dick, Ham, Sam, Peter, Jim, Will, Aaron, and Ben, negro slaves, and took a bond, with Thomas L. Arnold as surety, which *which* bond is this day forfeited. 4th Nov., 1839.

WM. M. GWIN, *Marshal.*
By E. H. GREER, *his deputy.*

Copy of Bond.

Know all men by these presents, that we, William M. Pinkard, Albert G. Creath, John J. Guion, Samuel Mason, and Thomas L. Arnold, citizens of the State of Mississippi, are held and firmly bound unto William D. Sims in the just and full sum of twenty-one thousand nine hundred and fifty dollars and 14 cents, lawful money of the United States, to be paid to the said William D. Sims, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves and each of us, our executors and administrators, jointly and sev-

erally, firmly by these presents. Sealed with our seals, and dated the 2d day of October, eighteen hundred and thirty-nine.

The condition of this obligation is such, that, whereas, the said William D. Sims has sued out of the circuit court of the United States for the southern district of Mississippi a writ of fieri facias, against the goods and chattels, lands and tenements, of the above bound Pinkard, Creath, Guion and Mason, for the sum of ten thousand nine hundred and thirty dollars and 66 cents, with interest thereon from the 23d day of May, eighteen hundred and thirty-nine, on said sum, at the rate of eight per centum per annum until paid, and the further sum of forty-four dollars and 41⅔ cents for his costs incurred thereon, which writ of fieri facias has been levied by the marshal of said district upon the following described property, to wit: Tom, Jo, Bill, Dick, Ham, Sam, Peter, Jim, Will, Aaron and Ben, negro slaves, the property of the said Pinkard, Creath, Guion and Mason, which said property is suffered to remain in the possession of the above bound Pinkard, Creath, Guion and Mason, upon their executing this bond with the above named Thomas L. Arnold, sureties therein; and the said defendant and sureties agree that said property shall be delivered and sold in the city of Jackson, at the front door of the State-house.

Now, if the above bound Pinkard, Creath, Guion, and Mason, do and shall well and truly deliver the said property to Wm. M. Gwin, marshal of the district aforesaid, at the front door of the State-house, in the city of Jackson, on the 4th day of November next ensuing, by twelve o'clock noon of that day, to be disposed of according to law in discharge of the aforesaid writ of fieri facias, then and in that case the above obligation to be null and void, otherwise to remain in full force and virtue.

WM. M. PINKARD, [SEAL.]
A. G. CREATH, [SEAL.]
JOHN J. GUION, [SEAL.]
SAM'L MASON, [SEAL.]
T. L. ARNOLD. [SEAL.]

And afterwards, to wit, on the 16th day of December, A. D. 1839, the following writ of fieri facias issued against the principal and surety to the forfeited forthcoming bond aforesaid, according to the statute in such case made and provided, in the words and figures following, to wit:

UNITED STATES OF AMERICA,

Southern district of Mississippi, ss:

The President of the United States to the marshal of the southern district of Mississippi, greeting:

Whereas, at the May term, 1839, of the circuit court of the United States for said district, William D. Sims recovered judgment against Wm. M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, for the sum of ten thousand nine hundred and thirty dollars 66 [cts.] with interest thereon at the rate of eight per centum per annum from the 23d day of May, A. D. 1839, until paid, together with costs and charges

by said plaintiffs in and about his said suit in that behalf expended, whereof the said defendants were convicted, as appears to us of record; and whereas, on the 17th day of June, A. D. 1839, an execution of fieri facias issued from our said court, directed to the marshal of said district, for the amount of said judgment, interest, and costs as aforesaid, which execution was levied on certain property of said defendants, which said property was suffered to remain in possession of said defendants, upon executing a forthcoming bond according to law, with Thos. L. Arnold as security, which said bond was returned to our said court at the November term thereof, A. D. 1839, by the marshal aforesaid, "forfeited," and thereby has the force and effect of a judgment according to the statute in such case made and provided, as well against the said sureties as against the defendants to said original execution for said debt, interest, and costs.

Now, therefore, you are hereby commanded, that of the goods and chattels, lands and tenements, of said William M. Pinkard, Albert G. Creath, John J. Guion, Samuel Mason, and Ths. L. Arnold, late of your district, you cause to be made the amount of the judgment, interest, and costs, so recovered as aforesaid; also the sum of one hundred and seventy-one $\frac{50}{100}$ dollars, including the costs accrued since the emanation of said execution, and that you have the said sums of money before our said circuit court, at a term to be held on the first Monday of May next, to render to said plaintiffs; and have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday in [L. S.] November, A. D. 1839, and in the 64th year of the independence of the United States.

Issued the 16th day of December, 1839.

WM. BURNS, *Clk.*

Endorsement. No security of any kind is to be taken.

WM. BURNS, *Clk.*

Marshal's return. Levied this fi. fa. on lots No. 93 and 94, in square 10; also $\frac{1}{2}$ of lot No. 288, in square 60; also lots No. 207, in square 31; lots No. 199, in square 29; lots No. 40, 41, 42, 43, 44, 38 and 39, in sqr. 6; lots No. 90 and 91, in sqr. 14; undivided $\frac{1}{2}$ of lots 60 and 65, in sqr. 9, all in the city of Vicksburg, 24th March, 1840, and not sold by order of atto.

WM. M. GWIN, *Marshal.*
By E. H. GREER, *Deputy.*

(Copy of order of atto.)

The marshal is authorized to levy on property enough of the defendants to pay the plaintiff's execution, and return the levy to court, without selling, or advertising for sale, unless other judgments, younger than this, are pressed to an amount to endanger this debt; if so, the property will have to be sold.

March 24th, 1840. NORCOM, *Plaintiff's atto.*

And afterwards, to wit, on the 21st day of May, 1840, the following writ of venditioni exponas issued, in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

The President of the United States, to the marshal of the southern district of Mississippi, greeting:

We command you, that you expose to sale these goods and chattels, lands and tenements, of William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, principals, and Ths. L. Arnold, surety, to wit: Lots No. 93 and 94, in square 16; also ⅓ of lot No. 288, in square 60; also lot No. 207, in square 31; lot No. 199, in square 29; lots No. 40, 41, 42, 43, 44, 38 and 39, in square 6; lots No. 90 and 91, in square 14; undivided ½ of lots 60 and 65, in square 9, all in the city of Vicksburg, which, according to our command, you have taken, and which remain in your hands unsold, as you have certified to the judges of our circuit court for the southern district of Mississippi, to satisfy William D. Sims, the sum of ten thousand nine hundred and thirty dollars 66 [cents,] with interest on the same at the rate of eight per centum per annum from the 23rd day of May, 1839, until paid, and the sum of three hundred and one dollars 16⅔ [cents,] for costs and charges by him in that behalf expended, whereof the said William D. Sims hath recovered execution against the said defendants, by virtue of a certain judgment in our said circuit court, and that you have the said moneys before the judges of our said circuit court, at a court to be held at Jackson, in and for the district aforesaid, on the first Monday of November next, to render to the said William D. Sims; and have you then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday in [L. S.] May, A. D. one thousand eight hundred and forty, and in the 64th year of the independence of the United States.

Issued the 21st day of May, A. D. 1840.

WM. BURNS, *Clk.*
Per SAM'L LAUGHMAN, *D. Clk.*

Endorsement. No security of any kind is to be taken.

WM. BURNS, *Clk.*

Marshal's return. Offered for sale on 9th November, 1840, and not sold for want of bidders.

WM. M. GWIN, *Marshal.*
By E. H. GREER, *Dep.*

And afterwards, to wit, on the 3d day of December, 1840, the following writ of alias venditioni exponas issued, in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

The President of the United States, to the marshal of the southern district of Mississippi, greeting:

We command you as before, &c., that you expose to sale those goods

and chattels, lands and tenements, of William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, principals, and Ths. L. Arnold, surety, viz: Lots 93 and 94, in square 16; also half of lot No. 288, in square 60; also lot No. 207, in square 31; lot No. 199, in sqr. 29; lots No. 40, 41, 42, 43, 44, 38 and 39, in square 6; lots No. 90 and 91, in square 14; undivided half of lots 60 and 65, in square No. 9, all in the city of Vicksburg, which, according to our command, you have taken, and which remain in your hands unsold, as you have certified to the judges of our circuit court for the southern district of Mississippi, to satisfy William D. Sims, the sum of ten thousand nine hundred and thirty dollars 66 [cents,] with interest on the same at the rate of eight per centum per annum from the 23d day of May, 1839, until paid, and the sum of four hundred and twenty-two dollars 81⅔ [cents,] for costs and charges by him in that behalf expended; whereof the said plaintiff hath recovered execution against the said defendants, by virtue of a certain judgment in our said circuit court; and that you have the said moneys before the judges of our circuit court, at a court to be held at Jackson, in and for the district aforesaid, on the first Monday of May next, to render to the said plaintiff; and have you then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday of [L. S.] November, A. D. one thousand eight hundred and forty, and the 65 of the independence of the United States.

Issued the 3d day of December, A. D. 1840.

WM. BURNS, *Cl'k.*
Per G. W. MILLER, *Dep. C.*

Endorsement. No security of any kind is to be taken.

WM. BURNS, *Cl'k.*
By G. W. MILLER, *D. C.*

Marshal's return. Sold the within property to S. S. Prentiss, 2d March, 1841, and proceeds applied to vend. exp's. No. 309, Griffin vs. Beasley and sureties.

WM. M. GWIN, *Marshal.*
E. H. GREER, *Dep.*

And on the 15th day of March, A. D. 1841, the following writ of pluries fieri facias in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

The President of the United States to the marshal of the southern district of Mississippi, greeting:

Whereas, at the May term, 1839, of the circuit court of the United States for the said district, William D. Sims recovered judgment against William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, for the sum of ten thousand nine hundred and thirty dollars 66 [cts.] with interest thereon at the rate of eight per centum per annum, from

the 23d day of May, A. D. 1839, until paid, together with costs and charges by said plaintiff in and about his said suit in that behalf expended, whereof the said defendants were convicted, as appears to us of record; and whereas, on the 17th day of June, A. D. 1839, an execution of fieri facias issued from our said court, directed to the marshal of said district, for the amount of said judgment, interest, and costs, as aforesaid, which execution was levied on certain property of said defendants, which said property was suffered to remain in the possession of said defendants upon executing a forthcoming bond according to law, with Thomas L. Arnold, as security, which said bond was returned to our said court at the November term thereof, A. D. 1839, by the marshal aforesaid, "forfeited," and thereby has the force and effect of a judgment, according to the statute in such case made and provided, as well against the sureties, as against the defendants, to said original execution for said debt, interests and costs. Now, therefore, you are hereby commanded as often before, &c., that of the goods and chattels, lands and tenements, of the [said] William M. Pinkard, Albert G. Creath, John J. Guion, Samuel Mason, and Thomas L. Arnold, late of your district, you cause to be made the amount of the said judgment, interests and costs, so recovered as aforesaid; also the sum of four hundred and thirty-one $\frac{90}{100}$ dollars, including the costs accrued since the emanation of said execution, and that you have the said sums of money before our said circuit court, at a term to be held on the first Monday of May next, to render to said plaintiff; and have also then there this writ.

[L. S.] Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday of November, A. D. 1840, and in the 65th year of the independence of the United States.

Issued the 15th day of March, A. D. 1841.

WM. BURNS, *Clk.*
By GEO. W. MILLER, *D. C.*

Endorsement. "No security of any kind to be taken."

WM. BURNS, *Clk.*
By GEO. W. MILLER, *D. C.*

Marshal's return. Stayed by order of attorney. See order filed herewith.

F. S. HUNT, *Marshall.*
By E. H. GREER, *Dep.*

(Copy of order filed.)

Mr. GREER: In the case of William M. Pinkard's execution, at the instance of William D. Sims, you can postpone any further action until further order against the other parties, as Mr. Pinkard is about to make satisfactory arrangements to pay the debt.

NORCOM, *Atto.*

And on the 8th of June, 1841, the following writ of alias pluries fieri facias issued in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

The President of the United States to the marshal of the southern district of Mississippi, greeting.

Whereas, at the May term, 1839, of the circuit court of the United States for said district, William D. Sims recovered judgment against William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, for the sum of ten thousand nine hundred and thirty $\frac{66}{100}$ dollars, with interest thereon at the rate of 8 per centum per annum, from the 23d day of May, A. D. 1839, until paid, together with costs and charges by his said plaintiff in and about his said suit in that behalf expended, whereof the said defendants were convicted, as appears to us of record; and whereas, on the 17th day of June, A. D. 1839, an execution of fieri facias issued from our said court, directed to the marshal of said district, for the amount of said judgment, interest, and costs, as aforesaid, which execution was levied on certain property of said defendants, which said property was suffered to remain in possession of said defendants upon executing a forthcoming bound according to law, with Thomas L. Arnold, as security, which said bond was returned to our said court at the November term thereof, A. D. 1839, by the marshal aforesaid, "forfeited," and thereby has the force and effect of a judgment according to the statute in such case made and provided, as well against the said sureties, as against the defendants, to said original execution for said debt, interest and costs. Now, therefore, you are hereby commanded as before, &c., that of the goods and chattels, lands and tenements, of the said William M. Pinkard, A. G. Creath, J. J Guion, Samuel Mason, and Thomas L. Arnold, late of your district, you cause to be made the amount of said judgment, interest and costs, so recovered as aforesaid; also the sum of four hundred and forty-six $\frac{40}{100}$ dollars, including the costs accrued since the emanation of said execution, and that you have the said sums of money before our said circuit court, at the term *at the term* to be held on the first Monday of November next, to render to said plaintiffs; and have also then there this writ.

Witness, the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday [L. S] of May, A. D. 1841, and in the 65th year of the independence of the United States.

Issued the 8th day of June, 1841.

WM. BURNS, *Clk.*
Per W. H. BROWN, *D. C.*

Endorsement. "No security of any kind is to be taken."
WM. BURNS, *Clk.*
Per WM. H. BROWN, *D. C.*

Marshal's return. "Levied upon the following lands, which now remain in my hands, not sold for want of time; the N. W. ¼ and W. ½ of S. W. ¼ of section 2; whole of section 3; the W. ½ of N. W. ¼ section 11; S. W. ¼, the W. ½ of N. E. ¼ and E. ½ of N. E. ¼, of sections 10; and so much of the E. ½ of N. W. ¼, W. ½ of N. W. ¼, E. ½ of S. E. ½, and W. ½ of the S. E. ¼ of said section 10, as lies north of a straight line drawn from a corner where section 10, 11, 12, and 15, unites to the point where sections 3, 4, 9 and 10 unite; the S. E. ¼ and E. ½ S. W. ¼ of section 9; so much of section 4 as lies in the following boundaries, to wit: beginning at the point where 3, 4, 9 and 10 unite, and running due northwest, to Silver creek; thence N. E., with Silver creek, to the point where the said creek crossed the line, between section 3 and 4; thence due north to the beginning; all of which lands are in section 12, R. 4 west, and containing 1,800 acres, levied on as the property of William M. Pinkard. October 26th, 1841.

A. MILLER, *Marshal.*
By W. D. GORDON, *Dep'y.*

And afterwards, to wit, on the 31 day of December, 1841, the following writ of third pluries fieri facias issued by order of plaintiff's attorney, in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi:

The President of the United States to the marshal of the southern district of Mississippi, greeting:

Whereas, at the May term, 1839, of the circuit court of the United States for the said district, William D. Sims recovered judgment against William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, for the sum of ten thousand nine hundred and thirty 66-100 dollars, with interest thereon at the rate of 8 per centum per annum, from the 23d day of May, 1839, until paid, together with costs and charges by said plaintiff in and about his suit in that behalf expended, whereof the said defendants were convicted, as appear to us of record. And whereas, on the 17th day of June, A. D. 1839, an execution of fieri facias issued from our said court, directed to the marshal of said district, for the amount of said judgment, interest, and costs, as aforesaid, which execution was levied on certain property of said defendants; which said property is suffered to remain in possession of said defendants, upon executing a forthcoming bond according to law, with Thomas L. Arnold as security; which said bond was returned to our said court at the November term thereof, A. D. 1839, by the marshal aforesaid "forfeited," and thereby has the force and effect of a judgment, according to the statute in such case made and provided, as well against the said sureties as against the defendants to said original execution, for said debt, interest and costs. Now, therefore, you are hereby commanded, as often before, &c., that of the goods and chattels, lands and tenements, of said William M. Pinkard, A. G. Creath, J. J. Guion, Samuel Mason,

and Ths. L. Arnold, late of your district, you cause to be made the amount of the said judgment, interest, and costs, so recovered as aforesaid; also the sum of four hundred and sixty-one 15-100 dollars including the costs accrued since the emanation of said execution, and that you have the said sums of money before our said circuit court, at a term to be held on the first Monday of May next to render to said plaintiff, and have also then and there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday of No-
[L. S.] vember, A. D. 1841, and in the 66th year of the independence of the United States.

Issued the 31st day of December, 1841.

WM. H. BROWN, *Clerk.*

Endorsement.—No security of any kind is to be taken.

WM. H. BROWN, *Clerk.*

Marshal's return.—Levied the within execution on the following property of A. G. Creath, on the first day of April, 1842, viz: S. ½ of sec. 26; S. E. ¼ section 27; N. W. ¼ section 34: lots 3 and 4 section 34; E. ½ S. E. ¼ section 28; all in township 18, range 4 east; exposed the same to public sale at the door of the court-house in the city of Vicksburg, on the 2nd day of May, 1842, and no one bidding for the same, it remains in my hands unsold for want of bidders.

AND. MILLER, *Marshal.*
By W. D. GORDON, *Deputy.*

Afterwards, to wit, at a circuit court of the United States for the district aforesaid, on the first Monday of May, A. D. 1842, came the defendants, by George S. Yerger, their attorney, and moved the court to quash the pluries fieri facias which issued on the above entitled case on the 31st day of December, 1841, and the return of the marshal made thereon on the 1st April, 1842; which motion is made on the following grounds, to wit:

That on the 8th day of June, 1841, an alias execution of fieri facias issued on the said judgment, returnable to the November term, 1841; which execution came to the hands of the marshal of the southern district of Mississippi, and was by him levied while the same was in full force, on divers tracts of land, the property of the said William M. Pinkard, particularly described in the return of said marshal on said fieri facias, and containing 1,800 acres; and the said marshal returned, on the said fieri facias, that said lands were offered for sale, and had not been sold for want of bidders, and remained in his hands unsold; and said lands still remain unsold, and constitute a satisfaction of said execution until the same shall have been sold.

Signed, J. S. YERGER, *for motion.*

Afterwards, to wit, at a subsequent day of the term last aforesaid, to wit, on the 10th day of June, A. D. 1842, came the plaintiff aforesaid, by his said attorney, and moved the court to set aside the levy made by

virtue of the execution returnable to November term, A. D. 1841; and thereupon came the parties aforesaid, by their respective attorneys, and the motion aforesaid being now heard, and fully considered by the court, it is ordered that said motions be sustained.

It is therefore ordered, that the levy made by the marshal on fi. fa. to November term, 1841, be set aside, and the fi. fa. which issued to May term, 1842, be quashed, and that the plaintiff be at liberty to take out a new writ of fieri facias upon his judgment aforesaid.

UNITED STATES OF AMERICA,
Southern district of Mississippi, circuit court U. S.

I, William H. Brown, clerk of said court, do hereby certify, that the foregoing pages contain as full, true, and complete a transcript of the record of the judgment in the case therein named, together with the proceedings thereon, as the same now remains of record and on file in my office.

In testimony whereof, I have hereunto set my hand, and affixed the [L. S.] seal of said court, this 13th day of September, A. D. 1842.

WM. H. BROWN, *Clerk*.

UNITED STATES OF AMERICA,
Southern district of Mississippi:

I, Samuel J. Gholson, judge of the United States district courts for the State of Mississippi, and presiding judge of the circuit court, do hereby certify, that William H. Brown, whose name is affixed to the foregoing transcript, is, and was at the time of signing the same, clerk of said court, and that his attestation is in due form of law.

Given under my hand and private seal, there being no seal of office, this 13th day of September, in the year 1842.

S. J. GHOLSON. [SEAL.]

Exhibit B.—Marshal's sale.

STATE OF MISSISSIPPI.

In the circuit court of the United States for the southern district of Mississippi, to November term, 1842.

WILLIAM D. SIMS, vs. WILLIAM M. PINKARD et al., and sureties. } 3rd pls. fi. fa.

NICHOLAS HOBSON, vs. A. G. CREATH and sureties. } Als. pls. fi. fa.

By virtue of the above execution, to me directed, I shall expose to public sale, at the door of the court-house in the county of Washington, within the hours prescribed by law, to the highest bidder, for cash, on the fifth Monday of October, 1842, all the right, title, and interest of the defendant, A. G. Creath, in and to the following described property, to wit: the northwest quarter and west half of southwest quarter of section two; the west half of the northwest quarter of section eleven; the west

half of the northeast quarter of section ten; and so much of the east half of the northeast quarter, east half of northwest quarter, and west half of the northwest quarter, east half of the southeast quarter, and west half of the southeast quarter of said section ten, as lies north of a line drawn straight from a course where section ten, eleven, fourteen, and fifteen, unite, to the point where sections three, four, nine, and ten, unite; also section three, and so much of section four as lies in the following boundaries, to wit: beginning at the point where section three, four, nine, and ten, unite, and running due northwest to Silver creek; thence northeast with said Silver creek, to the point where said Silver creek crosses the line between sections three and four; thence due south to the beginning; containing, in the aggregate, fourteen hundred acres, more or less.

Undivided quarter part of the following tract of land, situated in the county of Washington, on Silver creek, part of township twelve, range five west, containing one thousand one hundred and twenty-four and twenty-five one hundredths acres, more or less, conveyed to Creath by Carson and wife, on the 19th of April, 1839. Also all the right, title, and interest, in a certain tract of land in same county, on same creek, to wit: beginning at a stake at southwest corner of east half of northeast quarter [of] section twenty-eight, township twelve, range five west; thence north thirteen and thirty-four one-hundredth chains, to a stake corner of the land sold to Wm. H. Taylor by J. Carsner; thence east with said Taylor's line, to a stake in the centre of Silver creek; thence down said creek, to a stake in the south boundary of the west half of northeast quarter of section twenty-seven; thence east, to the southeast corner of said west half and northeast quarter; thence south, one half mile, to the said line between sections twenty-seven and thirty-four; thence west, on said line, one mile, to the southwest corner of the east half of southeast quarter of section twenty-eight; thence north, one half mile, to the beginning—containing three hundred and ninety-four and sixty-eight one hundredths acres, township twelve, range five west. Also the following tract of land in same county: the undivided half or moiety of lots five, six, and seven, of section eleven, township twelve, range nine west, containing two hundred and sixty-six and eleven one-hundredths acres. Also the undivided half or moiety of tract section eight, township thirteen, range nine west, containing three hundred and fifty acres; the east half northwest quarter section twenty-four, township eighteen, range six west, containing seventy-four and ninety-eight one-hundredths acres. Also west half southeast quarter section fourteen, township eighteen, range six west, containing eighty and twelve one-hundredth acres. Also east half northeast quarter, and east half southwest quarter, and southeast quarter of section twenty-nine, township eighteen, range six west, containing three hundred and twenty and eighteen one-hundredths acres. Also west half northeast quarter, and west half southeast quarter, section thirteen, township eighteen, range six west, containing one hundred and sixty and twelve one-hundredth acres; all lying and being in the county of Washington, and State aforesaid.

Also the following named negro slaves, to wit:

James, Morris, John, Madison, Washington, David Barlow, David Done, John Plater, Frank, Benjamin, John Brown, Ned, Thomas, Ephraim, Little Ned, Grace, Nancy, Rachel, Sally, Arrabella, Little Jim, Dresey, William, Curry, Amy, Francis, Eliza, Minta, Peter, Little Peter, Louisa, Laura, Little Rachel, Caroline, Emiline, Harriet, Little Clarissa, Alexis; the same having been levied upon as the property of the defendant, A. G. Creath, and will be sold to satisfy plaintiff's claim and costs.

AND. MILLER, *Marshal.*
By W. T. MILLER, *Dep'y.*

Injunction bond.

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

Know all men by these presents, that we, Albert G. Creath, William Vick, and S. S. Prentiss, are held and firmly bound unto William D. Sims, in the just and full sum of twenty thousand dollars, lawful money of the United States, to be paid to the said William D. Sims, his executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the 28th day of October, A. D. 1842.

The condition of this obligation is such, that, whereas, the above bound Albert G. Creath hath obtained from the honorable Samuel J. Gholson, one of the judges of the circuit court of the United States for the southern district of Mississippi, an injunction to stay the sale of certain property levied on to satisfy a certain judgment in said court against William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, principals, and Thomas L. Arnold, surety, on forthcoming bond, at the suit of the said William D. Sims, for $10,933 66, besides interest and costs. Bond forfeited at November term, 1839, of said court; said property levied on as the property of said defendant Creath.

Now, if the said Albert G. Creath, in case the said injunction shall be dissolved, do and shall, well and truly deliver to the marshal of the southern district of Mississippi, or his deputy, the following named negro slaves, to wit: James, Morris, John, Madison, Washington, David Barlow, David Done, John Plated, Frank, Benjamin, John Brown, Ned, Thomas, Ephraim, Little Ned, Grace, Nancy, Rachel, Sally, Arabella, Little Jim, Dresey, William, Curry, Amy, Frances, Eliza, Minta, Peter, Little Peter, Louisa, Laura, Little Rachel, Caroline, Emiline, Harriet, Little Clarissa, and Alexis, (levied on as aforesaid,) to satisfy the execution on the before cited judgment, and shall also pay and satisfy all such costs and damages as shall be awarded against him, then this obligation to be void, otherwise to be and remain in full force and virtue.

A. G. CREATH, [SEAL.]
WM. VICK, [SEAL.]
S. S. PRENTISS. [SEAL.]

Signed, sealed, and delivered in presence of—

Whereupon, the following process of injunction and subpœna issued from the clerk's office of the court aforesaid, in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

The President of the United States to William D. Sims, your counsellors, attorneys, and agents, greeting:

Whereas, it has been represented to us, in our circuit court, for the ninth circuit and southern district of Mississippi, in chancery sitting, on the part of Albert G. Creath, complainant, that he hath lately exhibited his bill of complaint against you, William D. Sims, defendant, to be relieved touching the matters in said bill contained; we, therefore, in consideration of the premises, and of the allegations in said bill contained, strictly enjoin and command you, the said William D. Sims, your counsellors, attorneys, and agents aforesaid, the marshal of said southern district and all others, under the penalty of one thousand dollars, to be levied of your goods and chattels, lands and tenements, to our use; that you absolutely refrain from exposing to sale the land of said Creath, in Washington county, described in advertisement attached to bill, and also the following named negro slaves, to wit: James, Morris, John Madison, Washington, David Barlow, David Done, John Plater, Frank, Benjamin, John Brown, Ned, Thomas, Ephraim, Little Ned, Grace, Nancy, Rachel, Sally, Arabella, Little Jim, Dresy, William, Curry, Amy, Frances, Eliza, Minta, Peter, Little Peter, Louisa, Laura, Little Rachel, Caroline, Emiline, Harriet, Little Clarissa, and Alexis, levied on as the property of said Creath, to satisfy an execution on a judgment in our said court, in favor of William D. Sims, against Wm. M. Pinkard et al., and surety on bond for $10,930 66, besides interest and costs, and from any further proceedings against the said complainant, touching the matters in said bill contained, until our said court shall make another order to the contrary. (This injunction only operates as to defendant A. G. Creath.)

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the fifth Monday in May,
[L. S.] A. D. one thousand eight hundred and forty-two, and in the sixty-sixth year of the independence of the United States.

Issued the 29th day of October, A. D. 1842.

WM. H. BROWN, *Clerk.*
By GEORGE W. MILLER, *Deputy clk.*

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

The President of the United States to William D. Sims, greeting:

For certain causes offered before us, in our circuit court for the southern district of Mississippi, sitting in chancery, we command you, that, laying all other matters aside, and notwithstanding any excuse, you per-

sonally appear at our circuit court, in and for said district, sitting in chancery, to be held at the town of Jackson, on the first Monday in November, 1842, to answer to a bill of complaint and injunction, exhibited against you by Albert G. Creath, complainant, in our said court; and further to do and receive what our said court shall consider in this behalf. Hereof fail not, as you will answer the contrary at your peril.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday in May, [L. S.] A. D. one thousand eight hundred and forty-two, and in the 66th year of the independence of the United States.

Issued the 29th day of October, A. D. 1842.

By WM. H. BROWN, *Clerk.*
GEO. W. MILLER, *Dep. clk.*

Marshal's return.—Received and executed on Norcom and Mason, attorneys, October 31st, 1842.

ANDERSON MILLER, *Marshal.*
By C. C. OATIS, *D. Marshal.*

And afterwards, to wit, at the November term, A. D. 1842, of the court aforesaid, to wit, on the twenty-ninth day of November, A. D. 1842, came the parties aforesaid, by their respective solicitors, and the said defendant William D. Sims, by his solicitors Norcom and Boyde, moves the court to dissolve the said injunction, and dismiss the bill; because—

1st. The bond given is not conditioned as the law directs, but is in violation of law, and null and void.

2nd. Because the security given is not good and sufficient, but entirely insufficient.

3rd. For want of equity in the bill, as appears upon its face.

And the said defendant, William D. Sims, by his solicitors aforesaid, filed the following affidavit and exceptions to the security given by the complainant, to wit:

Fred'k Norcom, counsel for Sims, the defendant, makes oath, that he does not believe Wm. Vick, one of the sureties in the injunction bond, is worth the amount of the judgment, after paying his own debts and legal liabilities; and further, he is informed, and so believes, that executions against him, the said Vick, are now in the court, returned "nulla bona;" the plaintiff, therefore, excepts him as surety.

The plaintiff excepts to S. S. Prentiss, the second surety—

1st. Because he is an attorney and counsellor of this court, and actually prohibited, under rule 17th, from becoming surety on any case in the court, except for costs.

2nd. He does not believe said S. S. Prentiss has visible property, out of which the judgment could be made, on dissolving the injunction, after satisfying his legal liabilities, and incumbrances now existing.

F. NORCOM.

Sworn to, and subscribed, in open court, November 10th, 1842.

WM. H. BROWN, *Clk.*

Which said motion and exceptions being fully argued by the counsel in the cause, and the court being sufficiently advised thereof, doth order and adjudge that the motion to dissolve the injunction, for want of equity on the face of the bill, be overruled, and that the exceptions by the defendant in said cause, to the security given by the complainant, be sustained.

And it is further ordered, by the court, that the said complainant give security, to be approved by the clerk of this court, in fifteen days from this time, in a penalty equal to double the amount of the judgment at law, conditioned according to law; and, in the event of the complainant failing to give bond as aforesaid, the said injunction is to stand dissolved.

And afterwards, to wit, on the ninth day of December, A. D. 1842, the following bond was filed by said complainant, which, with the endorsement thereon, is in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, sct:

Know all men by these presents, that we, Albert G. Creath and Henry R. W. Hill, William Vick, Sergent S. Prentiss, Jacob S. Yerger, and Mary B. Creath, are held and firmly bound unto William D. Sims in the just and full sum of twenty-one thousand eight hundred and sixty-one dollars 31 [cents,] lawful money of the United States, to be paid to the said William D. Sims, his executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated the 30th day of November, A. D. 1842.

The condition of this obligation is such, that, whereas the above bound A. G. Creath has obtained from the Hon. Samuel J. Gholson, one of the judges of the circuit court of the United States for the southern district of Mississippi, an injunction to stay all further proceedings at law in a certain judgment in said court against the said William M. Pinkard, Albert G. Creath, John J. Guion, and Samuel Mason, principals, and Thomas L. Arnold, surety, on forthcoming bond, at the suit of the said William D. Sims, for $10,930 66, besides interest and costs. Bond forfeited at November term, 1839, of said court.

Now if said Albert G. Creath, in case the said injunction shall be dissolved, shall well and truly pay all money and costs due, and to become due, to the said William D. Sims, the plaintiff in the said judgment, and also all such costs and damages as shall be awarded against him, then this obligation to be void; otherwise to be and remain in full force and virtue

A. G. CREATH, [SEAL.]
H. R. W. HILL, [SEAL.]
WM. VICK, [SEAL.]
S. S. PRENTISS, [SEAL.]
J. S. YERGER, [SEAL.]
M. B. CREATH. [SEAL.]

Sealed and delivered in presence of—

Endorsement. Filed and approved Dec'r 9th, 1842.
WM. H. BROWN, *Clk.*

And afterwards, to wit, on the fifteenth day of December, A. D. 1842, the said defendant, by his solicitors, Boyd, Norcom, and Mason, filed his answer herein in the words and figures, to wit:

To the hon. the judges of the court aforesaid—the answer of W. D. Sims, a citizen of the State of Virginia, and the defendant in a bill of injunction and complaint filed against him by said A. G. Creath:

This respondent, saving to himself all benefit and advantage of exception to the many errors and insufficiencies of said bill, to so much thereof as he is advised it is material for him to answer, makes answer, and says: that he admits to be true, as stated by the bill, that at the May term, 1839, this respondent recovered, on the law docket side of this hon. court, a judgment against Wm. M. Pinkard, A. G. Creath, (the complainant,) and others, for the sum stated; he also admits the citizenship of the parties to be as charged; but this respondent denies that said Creath is, in law, a *surety* on the contract on which the judgment now enjoined is founded; but avers and charges, he is a joint maker of the note or contract sued upon, with Pinkard and others, and that, in the forthcoming bond, in this case, as shown in a copy of the record filed, which he avers to be true, said Creath, under his own hand and seal, acknowledged himself to be one of the *principals*, and that Thomas L. Arnold alone is described as *surety* for the original promissors.

1st. The first allegation material to answer, however, is, that said complainant avers, substantially, that time was given to the pretended principal, Pinkard, and that he, Creath, as a surety, was injured thereby; that a postponement of the sale of certain real estate, (consisting of town lots in the city of Vicksburg,) levied upon by the marshal, and that said property depreciated greatly in value in a short time after the return term of the writ, and that it would have sold for enough to pay off this judgment, and all the liens prior to it, if the sale had been pressed, &c.

This respondent is informed, and believes, that the only reason which influenced the attorney of record to consent to one day's time in the sale, and the only reason assigned to him by Pinkard, when asking such time, was to enable Pinkard, if possible, to complete some negotiations he had then going on, to relieve this property about to be levied on from the incumbrances then on it, and to sell it at private sale for a sum considered by him reasonable, and this to relieve and save the property of his friend Creath; that said Creath was the intimate friend and constant associate of said Pinkard; and this respondent believes he well knew that said Pinkard and the attorneys of record in this and other cases, were trying to aid him, the said Pinkard, to get through his difficulties, in order to save the property of said Creath.

The fact of said Pinkard's heavy incumbrances, by means of the liens of judgments, mortgages, and trusts, this respondent is informed and believes, and so avers to be true, was public and notorious; and it was

well known by his pretended securities and the public, that, subsequent to the year 1839, property belonging to said Pinkard could not be sold at sheriff's sale for any reasonable sum. And this respondent avers, that from his information and belief said Creath suffered no injury from the postponement of said sale. And this respondent will now, according to the best of his knowledge and belief, proceed to compare the value of the property with the liens then on it, and will, he believes, clearly show that the disproportion between the value of the property and the amount of liens upon it, is so gross and apparent, that it never could, and never will, sell for enough to relieve or pay off those incumbrances. The levy was made by the marshal on the 24th of March, 1840, under fi. fa. on the judgment in question, with sundry others of the same and prior date, upon the following property only—lots 93 and 94, in square 10. On referring to the map of the city of Vicksburg, this respondent is informed and believes, and so avers, that there are no such lots in said square: this levy is so far null and void. Next follows, lots 199, square 29; lot 207, square 31; lots 90 and 91, square 14; and the undivided half of lots 60 and 65, in square 9. These lots lie, as this respondent is informed and believes, south of the city of Vicksburg proper, (except the two first,) and are embraced in a tract of land purchased from William Vick, in , [and] laid off by Pinkard into town lots, he having, in the year 1834, conveyed them all to the Insurance Company, to be sold at thirty days notice, for the payment of stock, a copy of which deeds are hereto appended, marked B, and prayed to be taken as a part of this answer, and which yet appears unpaid and outstanding. These lots are unimproved, except No. 199, square 29, distant from the business part of the city, and believed not to be worth, if clear of incumbrances, altogether, $1,500. Next follows the half of lot 288, in square 60, a vacant, unimproved lot, also distant from the business part of the city, and not worth, he is informed and believes, $100. Lastly, is a square of lots, numbered from 38 to 44, composing square 6, which lies in a ravine, so far from the improved parts of the city, and so inaccessible and valueless, he is informed, there are yet no streets cut out to it; this square, your respondent is informed and believes, under a clear title, would not sell for $100, and a prudent man would not pay taxes for it.

This is the property levied on the 24th of March, 1840, at which time your respondent avers, from his information and belief, that no one but one of Pinkard's sureties would, as it then stood, give one dollar for it. Your respondent avers that it was offered for sale, under writs to May term, in April, 1840, and again at the September following, under writs of venditioni exponas in this case and others, but no one would bid for it a dollar; which writs, and marshal's return thereon, and the record filed by complainant, marked A, and prayed to be made a part of this answer, together with fi. fa. No. , to May term, 1840. The same record proves that on the pluries venditioni exponas to May term, 1841, the marshal offered this property again for sale, and it was bid off by, and sold to, S. S. Prentiss, for $101.

And this respondent is informed and believes that said Prentiss bid for

it, and so stated publicly, for no other reason than because he was surety for Pinkard for a large amount; and the reason of its sale for so small a sum did not arise from the fact set forth by complainant, but from the well known fact of the existence of older liens to a much greater amount than the value of the property.

This respondent further answering, says, copies of records, marked C and D, herewith filed, and prayed to be taken as a part of his answer, shew, and he avers the fact to be so, that there are now judgments outstanding in the Warren circuit court and the United States circuit court alone, operating as liens on this property, and of ages equal to, and prior to, this judgment, enjoined, of more than ($106,000) one hundred and six thousand dollars, which, added to the deed of trust to Mississippi Insurance Company, makes the sum of $115,000 of liens. This sum is independent of others then existing, (at March, 1840,) but which have been since satisfied by Pinkard and his sureties, and which are not included in the records marked C and D.

Now this respondent avers, that, without entering into any calculation, it does not require much judgment to see, and he believes so to be, that no vacant, unimproved square, with one or two lots added in the suburbs, of any small country town of 2 or 3000 inhabitants, like Vicksburg, will not, and never would have, sold for the sum of $115,000. And, by the laws of Mississippi, all judgments operate as liens from their rendition; and the fictitious value given to property by the complainant, in an interior town of a population of some 3 to 4000 persons, forms no correct criterion of its real intrinsic value. But the purchase of said lots by S. S. Prentiss, at public sale, for $101, is much the most certain data by which to estimate the value of property so involved in liens. And the low price of property in Vicksburg this respondent thinks much more fairly to be attributed to the fact of the citizens having come to a proper estimate of its real value, than any depreciation of the property itself.

Your respondent further answering, says, the levy of the marshal was made 24th March, 1840, under the first fi. fa. in the judgment referred to, and the pretended delay to sell could not, by construction, extend but to the fourth of May following, (about five weeks;) and the property could not, and did not, depreciate in value much in that short time; and during that short time it was open for a sale, at any time the pretended sureties, or any other person, should have come forward and desired it. And the said complainant, if deemed a surety, was, as this respondent is informed and believes is, an intimate friend and associate of said Pinkard, in constant intercourse with him, and must necessarily have known the efforts said Pinkard was making to sell said property at private sale, in order to release him, Creath, from the judgment.

This respondant denies that he, or his attorney of record, or any other person, as he is informed and believes, ever gave any specific time, or extension, to said Pinkard, or that any agreement of any kind was made with him for delay, or that any contract was made, or consideration given or promised for time or delay; or that he ever did preclude himself, or

either of the parties, from selling, at any time they would either furnish a bidder, or request a sale. And this respondent avers that said Creath, well knowing the condition of said Pinkard's property, ought to have come forward and urge a sale, and bid on the property, if he believed he could get a good title at said sale; but [if] said Pinkard could have relieved it from incumbrances, then he, Creath, would be greatly benefitted instead of injured thereby.

This respondent has yet to learn that it was his duty to attend the sale of the marshal, and bid off town lots of doubtful title to benefit real or pretended sureties, who would not bid themselves. And this respondent contends, and so avers, that the sureties were not injured, nor could have suffered injury in fact, had no levy or sale ever been made, since the immense amount of incumbrances on the property rendered any sale of it under this judgment valueless. Your respondent is advised by counsel, and so avers the law to be, that in order to discharge a surety, the creditor must, by some contract, for a valuable consideration, so tie up his own hands for a specific time, as to prevent the surety from taking any action on the case, if he should come forward and pay the debt; that a new contract should, in other words, be made. Now, the complainant does not aver nor pretend, nor is it true if so averred, that any consideration was given by Pinkard for time, nor that any lawful contract was made or entered into for giving time, but avers and relies on a depreciation in the supposed value of town lots, after the return term of the levy which he would not bid on himself, and which property was offered for sale, and sold for the sum of $101.

The next allegation by said complainant is, that said note, on which the judgment now enjoined was founded, was given in renewal of another note originally given by these parties to Col. John C. Ridley, now deceased, (late of N. C.) for slaves, and that some 12 or 15 of them were unsound and died, and that said Ridley fraudulently represented and warranted them to be sound, &c., and claims a deduction from this judgment, and avers he could not set up this supposed defence in law, because it did not amount to any entire failure of consideration. This respondent admits from his information and belief to be true, that said note was given in renewal of another note, the latter of which was given in consideration of the sale and delivery of slaves in the State of Tennessee by Col. Ridley to said parties; but this respondent, from his information and belief, denies that either said slaves were unsound, or that Col. Ridley warranted them as sound; and he annexes hereto a copy of the original bill of sale, which shews on its face the allegation of complainant to be untrue in this particular. This respondent further answers, that he is informed, and so believes, that this same complainant, with Pinkard and Mason, set up this same defence before a jury in Warren county, in a former suit instituted by this respondent on one of the first notes that matured, and which was given for the slaves in question, and claimed a deduction or set-off of some $20,000. But on full proof and trial the jury returned a verdict against the defence, and in addition found a arge sum by way of damages for such pretended defence. On this trial

it was proved by M. M. Patten, one of the original purchasers, (who had previously sold out his interest, and who was a practising physician,) that he examined said slaves on their arrival at Vicksburg, and they were sound and healthy; this proof was affirmed by another, Doctor Hicks, who also examined them. It was further in proof, and the fact is so averred to be, that Col. Ridley refused to warrant anything but the title, and explained his reasons at the time, and refused to deliver or sell them unless they took them as they were; that they might examine them as much as they desired, and reject them if they did not want them, or found them unsound.

This respondent avers these facts, as he is informed and believes, appeared in evidence before the jury in Warren county circuit court, and they corresponded with what he hath learnt from Col. Ridley personally, before his death. This respondent knows the fact to be true, and avers it appeared in evidence, that these slaves were family negroes, and that Col. Ridley informed them that they were all, he believed, well, but change of climate, labour and treatment created so many diseases, that he would not by any warranty put his word in a position to be questioned. The bill of sale annexed is marked O, and prayed to be made a part of this answer.

This respondent further answering says, that he is advised the law is, that if said complainant had any such defence to make in fact, it was his duty to have made it before the jury on the trial at law in the honorable court, when sitting as a court of law, and that he is estopped from attempting to raise it at this late day, after a verdict and judgment at law. And this respondent further says, he is informed by counsel that it is a settled principle in law that when a defendant offers a set-off in a defence at a trial before a court of law, and the verdict and judgment is opposed to allowing his claim of deduction, he is ever after precluded from having his set-off allowed in other actions growing out of the same contract; and this respondent avers, on the very first note sued upon (as he is informed and believes) this same defence was set up and claimed as before stated, and the verdict and judgment went against it. Exhibit marked F, with certificates annexed, is prayed to be taken, &c.

And this respondent prays that this verdict and judgment of a competent court between the same parties on the same subject matter, may be received by this court, as if specially pleaded in bar.

The third allegation, by which complainant seeks to avoid paying this debt is, that the original note was given in consideration of slaves sold by this respondent's intestate to the parties before enumerated, within the State of Tennessee, knowing they were to be brought into the State of Mississippi, and that the same was in fraud of, and an evasion of, the constitutional prohibition of said State of Mississippi. This respondent denies any intention on the part of Col. Ridley, from his own personal knowledge, of violating any law of Mississippi, that he was a farmer of N. C. seeking a plantation on the Red river to place his slaves upon, and had in the mean time hired them out in Tennessee, or in Arkansas, to the U. S. officers engaged in making the public road to Little Rock;

he does not believe he either knew or thought of the constitutional prohibition of Mississippi when he sold, and the delivery and sale of the negroes at Memphis, Tennessee, was he believes purely accidental, and arose out of the fact of these slaves being hired out of the vicinity where they had been so hired for some eight or nine months by said Ridley. But this respondent is advised, and so believes the fact to be, that the constitution of Mississippi expressly authorizes citizens to purchase slaves in other States, and to bring them into Mississippi for their own use; and he avers that the said Pinkard and others purchased them in the State of Tennessee, there received the negroes, there took a bill of sale for them, and did afterwards introduce them into Mississippi themselves, for their own use. This respondent avers that the late Col. Ridley, from whom they purchased the slaves in question, never engaged in the slave trade, nor did he ever introduce said slaves or others into Mississippi, either for sale or for any purpose, nor were said slaves to the best of his knowledge and belief ever within the State of Mississippi while they were the property of said Ridley. The respondent further answering says, that he is informed and believes the same to be true, that at the May term of Warren circuit court, 1841, in a suit instituted by this respondent against said Pinkard, the complainant Creath, and others, on one of the last notes which fell due, given by the said parties for the sale of the slaves in question by Col. Ridley, the parties set up the same defence before a jury of Warren county, at their own domicil, and attempted to evade a judgment on the same ground now attempted a second time in this bill; but after testimony heard, and full defence made by the parties, through their counsel Messrs. Prentiss, Guion & Smedes, the jury found a verdict for plaintiff, and judgment of the court followed, thereby supporting the good faith and integrity of purpose of said Ridley, and rebutting and denying any bad faith or attempted evasion of the laws of the State by said Ridley thus imputed to him long after his death. And this respondent prays that this verdict and judgment of a competent court, between the same parties and about the same subject matter and contract, may be received by this honorable court as if specially pleaded in bar. Record marked G, hereunto appended, and certificates, is prayed to be taken as a part hereof.

This respondent further answers, that he is advised by counsel, and so avers the law to be, that said defendants having omitted or declined to make this defence on the law side of the docket, before this honorable court, when suit was instituted on the note and judgment rendered against him, when and where said defence, if any such in fact existed, could and ought to have been made, will not, after judgment by a competent court, and a statutory judgment following the forfeiture of the forthcoming bond, be permitted to come into the said court and raised this defence on the chancery side of the docket, and that without a tender of the slaves; and since this subject matter of defence, if tenable at all, arises from the local State laws, he is advised and believes, that the supreme court of Mississippi have adjudicated and settled this point, and held, where the contract was prohibited, and came within the constitu-

tional inhibition, and the party refused or omitted to avail himself of the defence at law, he could not have, and was not entitled to set up, that defence before a court of chancery.

This respondent having now fully answered all the allegations of the defendant, begs to be dismissed hence with his costs, so wrongfully incurred, and that your honor will award such damages as the law permits, for this improper and illegal delay; and as in duty bound, &c.

NORCOM & MASON,
S. S. BOYD,
Solicitors for defendant.

STATE OF MISSISSIPPI, *city of Vicksburg:*

Before me, John F. Pierson, a commissioner of affidavits for the circuit court of the United States for the southern district of Mississippi, 9th judicial district, came in person, Wm. D. Sims, who made oath, that the facts set forth in the foregoing answer, of his own knowledge, are true, and such as are derived from the information of others, he believes to be true.

W. D. SIMS.

Sworn to and subscribed before me, this 2d day of December, 1842.
JN. F. PIERSON, *Com'r.*

Instead of filing interrogatories to lie in court, before taking depositions in this case, it is agreed between the parties in the above named case now pending—

1st. That either party may take depositions in Vicksburg, on giving one of the adverse counsel two days previous notice of the time and place of taking the deposition, which may be taken before a commissioner without commission, or filing interrogatories previously with the clerk.

2d. All office copies of deeds, under the seal and certificate of the clerks of probate courts, may be read in evidence in place of the originals, and all abstracts of judgments, and copies of executions, under the certificates of the clerks of courts, may be read in evidence without producing entire transcripts of the records in each case.

BOYD & NORCOM & MASON.
Counsel for Sims.

GEO. S. & J. S. YERGER,
GUION & PRENTISS,
For complainant.

Exhibits referred to in the answer.

Exhibit B.

This indenture, made and entered into this twenty-ninth day of October, in the year of our Lord one thousand eight hundred and thirty-four, between William M. Pinkard, of the county of Warren and State of Mississippi, of the first part; and the Mississippi Insurance Company, at Vicksburg, of the second part, witnesseth, that whereas by an act of the legislature of Mississippi, approved February 20th, 1833, the said company was incorporated, and provisions made for securing payment to

said company, of the amounts to be subscribed as stock, by mortgage or deed of trust, on real estate; and whereas also, the said party of the first part, subscribed for eighty-four shares of stock in said company, amounting to the sum of eight thousand four hundred dollars: now, for the purpose of securing the payment of said stock, this indenture witnesseth, that the said party of the first part, in consideration of the premises, and of the said sum of eight thousand four hundred dollars, so as aforesaid subscribed as stock in said company, hath granted, bargained, and sold, and doth by these presents, grant, bargain, sell, and convey, unto the said Mississippi Insurance Company, at Vicksburg, and their successors, for ever, all that tract or parcel of land, situate and being in the county of Warren, in the State of Mississippi, near the town of Vicksburg, in township sixteen, range three east, of the land district west of Pearl river, meted and bounded as follows, to wit, beginning at a post on the bank of the Mississippi river, corner to Levi Mitchell; thence south 70 east, 11 chains, to another corner of said Mitchell; thence south 20° W., 14 chains and 40 links, to a post in the cotton field and the corner of said Mitchell, and in the line of A. Glass; thence with said line S. 78° E., 15 chains and 90 links, to the great road leading to Vicksburg; thence with the meanders of said road, north 10° E. 8 chains, N. 5° E. 6 chains, N. 14° E. 10 chains and 78 links, N. 9° W. 7 chains and 43 links, to a post, corner to Baker Gordon; thence W. 10 chains and 17 links, to a post, corner to Owen Rhodes, deceased; thence S. 3 chains 79 links, to a post, corner to Boleb; thence W. 10 chains and 68 links, to the Mississippi river, corner to said Boleb; thence down said river south 26° W., 7 chains and fifty links, to the beginning, (no variation allowed in courses,) containing, by calculation, 50 acres of land, (fifty,) reserving to William Vick, the gin, and the use of three acres of land around it, for three years, with the appurtenances of every nature and kind whatsoever; to have and to hold unto the said Mississippi Insurance Company, and their successors for ever; and the said party of the first part, for himself, his heirs, and assigns, do hereby covenant to and with the said Mississippi Insurance Company, at Vicksburg, and their successors, that they will for ever warrant and defend unto them the before described premises, with the appurtenances, against the claim or claims of all persons whomsoever; provided nevertheless, and this deed is upon the trust and for the purposes following, that is to say, if the said party of the first part shall, when required, pay unto the said company the full amount of such call or calls as shall hereafter be made by the said company, or under its authority, in proportion to the amount of stock before recited as holden by the said party of the first [part,] and as often and to such amounts per share, as such call may be made, until the whole amount of the stock, before mentioned, of the said party of the first part shall be fully paid; or if the said party of the first part shall, without default, pay the said company the full amount of his said stock, then this conveyance, and all therein contained, shall become and be void and of no force.

But if the said party of the first part shall at any time fail to pay the

full amount of any call upon his said stock, made by the said company, or under their authority, for twenty days after such call may be due and payable, then and in that case, it shall and may be lawful for the said company, by any authorized agent, and they are hereby authorized and impowered to make public sale of the land before described, (or so much thereof as may be necessary to pay such call,) at the court-house of such county wherein such land is situate, after giving at least twenty days public notice of the time and place of such sale, in a newspaper published at Vicksburg; and the land thus sold to convey to the highest bidder; which conveyance shall vest in said purchaser the title of said party of the first part as absolutely, to all intents and purposes, as if the same conveyance were now made in fee simple, and without condition, to such purchaser or purchasers, by deed duly executed and acknowledged by the said party of the first part, and on this day proven and recorded in the proper office. And such sales and conveyances, to be made as aforesaid, the said party of the first part hereby confirms, ratifies, and holds irredeemably valid, against himself and all and every person or persons whatsoever, claiming by, through, and under him. The proceeds of such sale, after deducting the costs and charges attending it, shall stand credited as a payment of so much of the stock held by said party of the first part, as aforesaid, and the said company, at any [time] afterwards, upon other default, or defaults, of payment, on any call made as aforesaid, may in like manner proceed to cause to be sold and conveyed, any unsold part of said premises, hereby conveyed, until the whole amount of stock, intended to be hereby secured, shall be finally paid and satisfied to the said company. In case any surplus should remain after any sale, as aforesaid, beyond the sum necessary to pay any call made as aforesaid, such surplus shall be either paid to the said party of the first part, or applied toward discharging the said stock, if any remain unpaid, at the election of the company; and the balance, if any, paid over to the said party of the first part; and upon full payment of said stock, as aforesaid, this deed, and all therein contained, shall cease and become of no effect whatsoever. In testimony whereof the said party of the first part hath hereunto set his hand and seal, the first day herein written. WM. M. PINKARD. [L. S.]

In the 12th and 16th lines, these words erased, before signing, namely:—"And in the line of A. Glass, with said line," in the 12th line, and "and 68 links to the Mississippi river," in the 16th line. Witness my hand and seal, October 29th, 1834.

WM. M. PINKARD. [SEAL.]

STATE OF MISSISSIPPI, *Warren county.*

Personally appeared before the undersigned, justice of the peace in and for said county, Wm. M. Pinkard, who acknowledged that he signed, sealed, and delivered the within deed of conveyance on the day and year therein mentioned, as his act and deed for the purposes therein contained. Given under my hand and seal, this 29th day of October, 1834.

R. J. McGINTY, *J. P.*

Filed for record, 29th October, 1834.

JOHN A. MARSH, *Clk.*

Truly recorded in Book G, pages 220 and 221.

Attest: JOHN A. MARSH, *Clerk.*

THE STATE OF MISSISSIPPI, *Warren county, ss:*

I, Alfred H. Rowlett, clerk of the probate court of said county, do hereby certify, that the foregoing deed of trust or mortgage, and certificates, have been correctly copied from book G, pages 220 and 221, and 222 of the record of deeds in my office; and I do further certify that said deed of trust, or mortgage, is still unsatisfied, as appears upon the record of the same.

Given under my hand and seal of office, at the city of Vicksburg, this [L. S.] 16th day of December, A. D. 1842.

A. H. ROWLETT, *Clk.*

This indenture, made and entered into this 29th day of October, in the year of our Lord one thousand eight hundred and thirty-four, between Wm. M. Pinkard, of the county of Warren, and State of Mississippi, of the first part, and the Mississippi Insurance Company, at Vicksburg, of the second part, witnesseth: that whereas, by an act of the legislature of the State of Mississippi, approved February 20th, 1833, the said company was incorporated, and provisions made for securing payment to said company of the amounts to be subscribed as stock, by mortgage, or deed of trust on real estate; and whereas, also, the said party of the first part subscribed for thirty-nine shares of stock in said company, amounting to the sum of three thousand nine hundred dollars; now, for the purpose of securing the payment of said stock, this indenture witnesseth, that the said party of the first part, in consideration of the premises, and of the said sum of three thousand nine hundred dollars, as aforesaid, subscribed as stock in said company, hath granted, bargained, and sold, and doth by these presents grant, bargain, sell, and convey unto the said Mississippi Insurance Company, at Vicksburg, and their successors for ever, all that tract or parcel of land situate and being in the county of Warren, in the State of Mississippi, known and designated on the recorded plat of the town of Vicksburg, and being within said town, as lots numbers one hundred and ninety-eight, and one hundred and ninety-nine, and also a part of lots number fifty-seven and fifty-eight, beginning at a point on second east street seventy-four feet west of the north-east corner of lot number fifty-seven; thence nearly west, by the north line of said lot, twenty-six feet; thence at right angles, nearly south, to the south line of lot fifty-eight; thence east with said line twenty-six feet; thence at right angles, nearly north, to the beginning. And also lot number nine, in William Vicks addition to the town of Vicksburg, south of said town, as designated in said Vick's plat of said addition, and containing, by estimation, one acre of land, with the appurtenances, of every nature and kind whatsoever; to have and to hold unto the said Mississippi Insurance Company, and their successors, for ever.

And the said party of the first part, for himself, his heirs, and assigns, do hereby covenant to and with the said Mississippi Insurance Company, at Vicksburg, and their successors, that they will forever warrant and defend unto them the before described premises, with the appurtenances, against the claim or claims of all persons whomsoever: Provided, nevertheless, and this deed is upon the trust, and for the purposes following, that is to say: if the said party of the first part shall, when required, pay unto the said company the full amount of such call or calls as shall hereafter be made by the said company, or under its authority, in proportion to the amount of stock before recited as holden by the said party of the first [part,] and as often, and to such amounts, per share, as such calls may be made, until the whole amount of the stock before mentioned, of the said party of the first part, shall be fully paid; or if the said party of the first part shall, without default, pay the said company the full amount of his said stock, then this conveyance, and all therein contained, shall become and be void, and of no force. But if the said party of the first part shall at any time fail to pay the full amount of any call upon his said stock made by said company, or under their authority, for 20 days after such call may be due and payable, then, and in that case, it shall and may be lawful for the said company, by any authorized agent, and they are hereby authorized and empowered, to make public sale of the land before described, or so much thereof as may be necessary to pay such call, at the court house of such county wherein such land is situated, after giving at least twenty days' public notice of the time and place of such sale in a newspaper published at Vicksburg; and the land thus sold to convey to the highest bidder; which conveyance shall vest in said purchaser or purchasers, the title of the said party of the first part as absolutely, to all intents and purposes, as if the same conveyances were now made in fee simple, and without condition, to such purchaser or purchasers, by deed duly executed and acknowledge[d] by the said party of the first part, and on this day proved and recorded in the proper office, and such sales and conveyances to be made as aforesaid, the said party of the first part hereby confirms, ratifies, and holds, irredeemably valid against himself, and all and every person or persons whatsoever claiming by, through, or under him. The proceeds of such sale, after deducting the costs and charges attending it, shall stand credited as a payment of so much of the stock held by said party of the first part as aforesaid; and the said company, at any time afterwards, upon other default or defaults of payment, or any call made as aforesaid, may, in like manner, proceed to cause to be sold and conveyed any unsold part of said premises hereby conveyed, until the whole amount of stock, intended to be hereby secured, shall be finally paid and satisfied to the said company; in case any surplus should remain after any sale as aforesaid, beyond the sum necessary to pay any call made as aforesaid, such surplus shall be either paid to the party of the first part, or applied towards discharging the said stock, if any remain unpaid, at the election of the company; and the balance, if any, paid over to the said party of the first part; and upon full payment of said stock

as aforesaid this deed, and all therein contained, shall cease and become of no effect whatsoever.

In testimony whereof, the said party of the first part hath hereunto set his hand and seal, the day first herein written.

W. M. PINKARD. [L. S.]

STATE OF MISSISSIPPI, *Warren county:*

Personally appeared before the undersigned, justice of the peace in and for said county, the within named Wm. M. Pinkard, who acknowledged that he signed, sealed, and delivered the within deed of conveyance, on the day and year therein mentioned, as his act and deed for the purposes therein contained.

Given under my hand and seal, this 29th day of October, 1834.

R. G. McGINTY, *J. P.*

Filed for record, 29th October, 1834; and the same is duly recorded in Book G, pages 224, 225, and 226.

Attest: JOHN A. MARSH, *Clerk.*

THE STATE OF MISSISSIPPI, *Warren county:*

I, Alfred H. Rowlett, clerk of the probate court of said county, do hereby certify, that the foregoing deed of trust of mortgage and certificates have been correctly copied from G, pages 224, 225, and 226 of the record of deeds in my office; and I do further certify, that said deed of trust or mortgage is still unsatisfied, as appears upon the records of the same.

Given under my hand and seal of office, this 19th day of December, [L. S.] A. D. 1842. A. H. ROWLETT, *Clk.*

This indenture, made and entered into this twenty-ninth day of October, in the year of our Lord one thousand eight hundred and thirty-four, between William M. Pinkard, of the county of Warren and State of Mississippi, of the first part, and the Mississippi Insurance Company, at Vicksburg, of the second part, witnesseth: that whereas, by an act of the legislature of the State of Mississippi, approved February 20th, 1833, the said company was incorporated, and provisions made for securing payment to said company of the amounts to be subscribed as stock by mortgage or deed of trust on real estate; and whereas, also, the said party of the first part subscribed for ninety-eight shares of stock in said company, amounting to the sum of nine thousand eight hundred dollars. Now, for the purpose of securing the payment of said stock, this indenture witnesseth, that the said party of the first part, in consideration of the premises, and of the sum of nine thousand eight hundred dollars, so as aforesaid subscribed as stock in said company, hath granted, bargained, and sold, and doth, by these presents, grant, bargain, sell, and convey unto the said Mississippi Insurance Company at Vicksburg, and their successors, for ever, all that tract or parcel of land, situate and being in the county of Warren, in the State of Mississippi, being the one equal and undivided moiety of certain lots of land lying within the town of Vicksburg, in said county, known and designated on the recorded

town plats as lots number sixty-three and sixty-six, in square nine, and lot number forty-three, in square six; which said lots are owned jointly by said William M. Pinkard and Thomas Arnold, partners under the firm of Pinkard and Arnold, with the appurtenances of every nature and kind whatsoever; to have and to hold unto the said Mississippi Insurance Company, and their successors forever; and the said party of the first part, for himself, his heirs, and assigns do hereby covenant to and with the said Mississippi Insurance Company at Vicksburg, and their successors, that they will forever warrant and defend unto them the before described premises, with the appurtenances, against the claim or claims of all persons whomsoever: Provided, nevertheless, and this deed is upon the trust, and for the purposes following, that is to say: if the said party of the first part shall, when required, pay unto the said company the full amount of such call or calls as shall hereafter be made by the said company, or under its authority, in proportion to the amount of stock before recited, as holden by the said party of the first [part,] and as often and to such amounts, per share, as such calls may be made, until the whole amount of the stock before mentioned of the said party of the first part shall be fully paid; or if the said party of the first part shall, without default, pay the said company the full amount of his said stock, then this conveyance, and all therein contained, shall become and be void, and of no force; but if the said party of the first part shall at any time fail to pay the full amount of any call upon his said stock made by said company, or under their authority, for 20 days after such may be due and payable, then, and in that case, it shall and may be lawful for the said company, by any authorized agent, and they are hereby authorized and empowered to make public sale of the land before described, (or so much thereof as may be necessary to pay such call,) at the court house of such county wherein such land is situate, after giving at least twenty days' public notice of the time and place of such sale in a newspaper published at Vicksburg, and the land thus sold to convey to the highest bidder; which conveyance shall vest in such purchaser or purchasers the title of said party of the first part, as absolute, to all intents and purposes, as if the same conveyances were now made in fee simple, and without condition, to such purchaser or purchasers, by deed duly executed and acknowledged by the said party of the first part, and on this day proved and recorded in the proper office; and such sales and conveyances to be made as aforesaid, the said party of the first part hereby confirms, ratifies, and holds irredeemably valid against himself, and all and every person or persons whatsoever claiming by, through, and under him; the proceeds of such sale, after deducting the costs and charges attending it, shall stand credited as a payment of so much of the stock held by said party of the first part as aforesaid; and the said company at any time afterwards, upon other default or defaults of payment, or any call made as aforesaid, may, in like manner, proceed to cause to be sold and conveyed any unsold part of said premises hereby conveyed, until the whole amount of stock intended to be hereby secured shall be fully paid and satisfied to the said company. In case any surplus shall

remain after any sale as aforesaid, beyond the sum necessary to pay any call made as aforesaid, such surplus shall be either paid to the said party of the first part, or applied towards discharging the said stock, if any remain unpaid at the election of the company, and the balance, if any, paid over to the said party of the first part; and upon full payment of said stock as aforesaid, this deed, and all therein contained, shall cease and become of no effect whatsoever.

In testimony whereof, the said party of the first part hath hereunto set his hand and seal, the day first herein written.

WM. M. PINKARD. [L. S.]

STATE OF MISSISSIPPI, *Warren county:*

Personally [appeared] before the undersigned, justice of the peace in and for said county, the within-named Wm. M. Pinkard, who acknowledged that he signed, sealed, and delivered the within deed of conveyance, on the day and year therein written, as his act and deed for the purposes therein contained. Given under my hand and seal, this 29th day of October, 1834.

R. J. McGINTY, *J. P.*

Filed for record, 29th October, 1834.

JOHN A. MARSH, *Clk.*

Truly recorded in book G, pages 219 and 220.

Attest: JOHN A. MARSH, *Clk.*

THE STATE OF MISSISSIPPI, *Warren county, ss:*

I, Alfred H. Rowlett, clerk of the probate court of said county, do hereby certify, that the foregoing deed and certificates are truly copied from book G, pages 219 and 220, of the record of deeds in my office; and I do further certify, that said deed of trust, or mortgage, has not been satisfied, as appears upon the records of the same.

Given under my hand and seal of office, at the city of Vicksburg, this [L. S.] 16th day of December, A. D. 1842.

A. H. ROWLETT, *Clk.*

This indenture, made and entered into this twenty-ninth day of October, in the year of our Lord one thousand eight hundred and thirty-four, between William M. Pinkard, of the county of Warren, and State of Mississippi, of the first part, and the Mississippi Insurance Company, at Vicksburg, of the second part, witnesseth: that whereas, by an act of the legislature of the State of Mississippi, approved February 20th, 1833, the said company was incorporated, and provisions made for securing payment to said company of the amount to be subscribed as stock by mortgage, or deed of trust, on real estate; and whereas, also, the said party, of the first part, subscribed for ninety shares of stock in said company, amounting to the sum of nine thousand dollars: Now, for the purpose of securing the payment of said stock, this indenture witnesseth, that the said party of the first part, in consideration of the premises, and of the said sum of nine thousand dollars so as aforesaid

subscribed as stock in said company, hath granted, bargained and sold, and doth by these presents grant, bargain, sell, and convey unto the said Mississippi Insurance Company at Vicksburg, and their successors forever, all that tract or parcel of land situate and being in the county of Warren, in the State of Mississippi, and in the town of Vicksburg, known and designated on the recorded plat of said town as lots number ninety-one, ninety-two, and ninety-three, in square number sixteen, with the appurtenances of every nature and kind whatever, to have and to hold unto the said Mississippi Insurance Company, and their successors forever; and the said party of the first part, for himself, his heirs and assigns, do hereby covenant to and with the said Mississippi Insurance Company at Vicksburg, and their successors, that they will forever warrant and defend unto them the before described premises, with the appurtenances, against the claim or claims of all persons whomsoever: provided, nevertheless, and this deed is upon the trust, and for the purposes following, that is to say: if the said party of the first part shall, when required, *paid* unto the said company the full amount of such call or calls as shall hereafter be made by the said company, or under its authority, in proportion to the amount of stock before recited, as holden by the said party of the first part, and as often and to such amounts per share, as such calls may be made, until the whole amount of the stock before mentioned of said party of the first part shall be fully paid; or if the said party of the first part shall, without default, pay the said company the full amount of his said stock, then this conveyance, and all therein contained, shall become [null] and be void, and of no force. But if the said party of the first part shall, at any time, fail to pay the said amount of any call upon his said stock made by said company, or under their authority, for 20 days after such a call may be due and payable, then, and in that case, it shall and may be lawful for the said company, by any authorized agent, and they are hereby authorized and empowered, to make public sale of the land before described, (or so much thereof as may be necessary to pay such call) at the court house of such county wherein such land is situated, after giving at least twenty days public notice of the time and place of such sale in a newspaper published at Vicksburg, and the land thus sold, to convey to the highest bidder; which conveyance shall vest in said purchaser or purchasers the title of said party of the first part, as absolutely, to all intents and purposes, as if the same conveyances were now made in fee simple, and without condition to such purchaser or purchasers, by deed duly executed and acknowledged by the said party of the first part, and on this day proved and recorded in the proper office; and such sales and conveyances to be made as aforesaid, the party of the first part hereby confirms, ratifies, and holds irredeemably valid against himself, and all and every person or persons whatsoever, claiming by, through, or under him; the proceeds of such sale, after deducting the costs and charges attending it, shall stand credited as a payment of so much of the stock held by said party of the first part as aforesaid; and the said company at any time afterwards, upon other

default or defaults of payment, on any call made as aforesaid, may in like manner proceed to cause to be sold and conveyed any unsold part of said premises hereby conveyed, until the whole amount of stock intended to be hereby secured, shall be finally paid and satisfied to the said company; in case any surplus should remain after any sale as aforesaid, beyond the sum necessary to pay any such call made as aforesaid, such surplus shall be either paid to the said party of the first part, or applied towards discharging the said stock, if any remain unpaid at the election of the company, and the balance if any, paid over to the said party of the first part; and upon full payment of said stock as aforesaid, this deed, and all therein contained, shall cease and become of no effect whatever.

In testimony whereof, the said party of the first part hath hereunto set his hand and seal, the day first herein written.

WM. M. PINKARD. [SEAL.]

STATE OF MISSISSIPPI, *Warren county:*

Personally appeared before the undersigned justice of the peace, in and for said county, the within named Wm. M. Pinkard, who acknowledged that he signed, sealed, and delivered the within deed of conveyance, on the day and year therein mentioned, as his act and deed, for the purposes contained therein.

Given under my hand and seal, this 29th day of October, 1834.

R. J. McGINTY, *J. P.*

Filed for record, 29th October, 1834, and the same is truly recorded in book G, pages 223 and 224.

Attest: JOHN A. MARSH, *Clerk.*

THE STATE OF MISSISSIPPI, *Warren county, ss:*

I, Alfred H. Rowlett, clerk of the probate court of said county, do hereby certify, that the foregoing deed of trust, or mortgage and certificates, have been truly copied from book G, pages 223 and 224, of the record of deeds in my office; and I do further certify, that said deed of trust or mortgage is still unsatisfied, as appears upon the record of the same.

[L. S.] Given under my hand and seal of office, this 19th day of December, A. D. 1842.

A. H. ROWLETT, *Clerk.*

For exhibit A, referred to in the answer, see the record in the case of W. D. Sims vs. Wm. M. Pinkard and others, before copied, referred to in the bill as exhibit A.

Exhibit C.

Railroad Bank
vs.
Wm. M. Pinkard.

Judgment 19th May, 1837, $925 59. Bond forfeited 6th November, 1837. Stayed by order of plaintiff, April 5, 1838.

Leslie Combs
vs.
P. & P. J. Pinkard and Arnold.

Judgment 3d May, 1837, $6,928 47. Stayed by order of plaintiff's attorney, Nov., 1837.

Planters' Bank
vs.
Wm. M. Pinkard & Co.

Judgment 19th May, 1837, $4,350. Damages on stay $435. Bond forfeited 7th May, 1838. Cr. by $5,000, paid 13th Feb'y, 1840.

Thos. Barrett & Co.
vs.
Same.

Judgment 10th May, 1837, $10,777. Stayed by plaintiff's attorney, Oct'r 12th, 1837.

John A. Lane
vs.
Wm. M. Pinkard.

Judgment 25th Jan'y, 1838, $3,236. Bond forfeited 6th Aug., 1838. Not acted on, May, 1839.

John M. Morton
vs.
Pinkard and Payne, et al.

Judgment 26th Jan'y, 1838, $2,967. Damage on stay, $296 70. Stayed by supersedeas. Cr. by $571 95¼, paid March 16th, 1840; also by $299 50, paid 19th April, 1841; also by $88 32, paid 21st February, 1842.

H. S. Dawson
vs.
Wm. M. Pinkard et al.

Judgment 9th May, 1838, $8,977. Bond forfeited 6th August, 1838. Stayed by order plaintiff's attorneys, 9th May, 1839. Cr. by $3,984 78. Stayed by order plaintiff, 3d April, 1840.

Thos. H. Yeatman
vs.
Pinkard and Payne, et al.

Judgment 11th May, 1838, $763 97.

Planters' Bank
vs.
Wm. M. Pinkard et al.

Judgment 11th May, 1838, $6,526. Bond forfeited 5th Nov'r, 1838. Cr. by $1,331 66, paid 16th July, 1839; also $4,839 61.

R. C. Wetmore & Co.
vs.
Wm. M. Pinkard et al.

Judgment 11th May, 1839, $704. Bond forfeited 7th Oct., 1839.

Geo. W. Tyson & Co.
vs.
S. P. Webster et al.

Judgment 9th May, 1839, $948 87. Bond forfeited 4th Nov'r, 1839.

Wm. S. Mayfield
vs.
Pinkard and Mason.

Judgment 14th Jan'y, 1840, $6,318 88.

Wm. D. Sims, adm'r
vs.
Wm. M. Pinkard et al.

Judgment 24th May, 1838, $11,861. Bond forfeited 6th Aug., 1838. Cr. by $9,809 80. Balance stayed by order of plaintiff's attorney 24th May, 1839.

Charles Root
vs.
Wm. M. Pinkard.

Judgment 18th May, 1838, $1,190. Bond forfeited 5th Nov'r, 1838.

P. B. Jones
vs.
Osburn Claiborne et al.

Judgment 9th May, 1838, $1,089 26. Bond forfeited 5th Nov., 1838.

A. G. Creath
vs.
Same.

Judgment 9th May, 1838, $1,060.

Wilcox, Anderson & Co.
vs.
J. W. Walker et al.

Judgment 9th May, 1838, $6,523 62. Bond forfeited 6th Aug., 1838. Stayed by order plaintiffs May 2d, 1839.

Dan'l W. Gantly
vs.
W. R. Pucket et al.

Judgment 17th Nov'r, 1838, $5,230. Bond forfeited 13th April, 1839.

Ths. Ferguson
vs.
Ths. L. Arnold et al.

Judgment 16th May, 1838, $1,664. Bond forfeited 6th May, 1839.

Water Works Bank
vs.
Sam'l Mason et al.

Judgment 8th May, 1839, $2,863 80. Bonded and forfeited 16th September, 1839.

Thomas B. Whittedge
vs.
M. M. Pallen et al.

Judgment 22d May, 1839, $4,373 33.

John J. Guion
vs.
Wm. M. Pinkard et al.

Judgment 8th May, 1839, $658 50. Bond forfeited 7th Oct'r, 1839.

John A. Lane
vs.
Wm. M. Pinkard.

Judgment 21st January, 1840, $3,888 88.

Wm. D. Sims
vs.
Mason, Oates and Pinkard.

Judgment 8th January, 1840, $10,526.

Thos. Milstead
vs.
Wm. M. Pinkard.

Judgment 17th Jan'y, 1840, $747 17.

S. S. Booth
vs.
Same.

Judgment 22d Jan'y, 1840, $565 50.

Railroad Bank
vs.
Steel and Jenkins et al.

Judgment 13th Jan'y, 1840, $6,870.

E. and D. Grady
vs.
John J. Guion et al.

Judgment 9th Jan'y, 1840, $1,237 45.

Phillip Garnett
vs.
Wm. M. Pinkard et al.

Judgment 24th May, 1839, $1,301 73. Bond forfeited 17th Oct., 1839.

Wm. B. Cook, use Paxtons,
vs.
J. W. Walker et al.

Judgment 17th Nov., 1838, $301 94. Cr. by $3,662 41.

J. C. Oliver
vs.
Pinkard & Payne, Wm. M. Pinkard, et al.

Judgment 3d May, 1837, $1,674 75. Stayed for supersedeas Nov'r, 1837. Cr. by $193 28½, paid 4th May, 1842.

THE STATE OF MISSISSIPPI, *Warren county:*

I, Erasmus D. Downs, clerk of the circuit court of said county, do hereby certify, that upon a diligent examination of the records of my office, the above and foregoing appears to be a true statement of the judgments obtained against William M. Pinkard, previous to the first day of April, A. D. 1840, which remain still unsatisfied.

[L. S.] Given under my hand and seal of office, this 5th day of July, A. D. 1842.

E. D. DOWNES, *Clerk.*

The following is a list of judgments, of which abstracts were filed in my office prior to the 4th of July, 1841, and which were obtained prior to the 1st April, 1840.

Thomas C. Russell
vs.
R. H. Boyer [&] S. P. Webster, principals, A. F. Smith and Wm. Pinkard, securities on bond.

Judgment in circuit court U. S., 16th May, 1839, for $1,580 and costs. Bond forfeited 4th Nov'r, 1839. Filed for record 23d June, 1841.

Benton and Manchester Railroad Company
vs.
Wm. M. Pinkard, J. W. Walker, and Ths. L. Arnold.

Judgment in Yazoo circuit court on forfeited forthcoming bond, 21st October, 1839, for $3,126 07 and costs. Filed 26th June, 1841.

Wm. D. Sims
vs.
Wm. M. Pinkard, A. G. Creath, J. J. Guion, Sam'l Mason, principals, Ths. L. Arnold, security on bond.

Judgment in circuit court U. S., 23d May, 1839, for $10,930 66. Bond forfeited 4th November, 1839, Filed 28th June, 1841.

Wm. B. Bend
vs.
Wm. M. Pinkard.

Judgment in U. S. circuit court, 8th November, 1839, for $1,864 10. Filed 28th June, 1841.

Nicholas Holson
vs.
A. G. Creath, principal, W. M. Pinkard, J. J. Guion, securities on bond.

Judgment in U. S. circuit court, 16th May, 1839, for $7,269 66 and costs. Bond forfeited 4th Nov'r, 1839. Filed 30th June, 1841.

Mortemore Smith
vs.
Ambrose Gibson, principal, A. G. Creath, W. M. Pinkard, securities on bond.

Judgment in U. S. circuit court, 25th May, 1839, for $5,824. Bond forfeited 4th Nov'r, 1839. Filed 30th June, 1841.

Baker, Johnson & Co.,
vs.
Arnold Russell and Wm. M. Pinkard.

Judgment in U. S. circuit court, on 23d May, 1839, for $3,618 44 and costs. Filed 1st July, 1841.

John B. Griffin
vs.
Wm. B. Beasley and Peter Screenshall, principals, Wm. M. Pinkard and J. W. Walker, securities on bond.

Judgment in circuit court U. S., 18th May, 1839, for $2,572 30. Bond forfeited 4th Nov'r, 1839. Filed 29th June, 1841.

John J. Dint, for the use of Charles Briggs,
vs.
R. H. Boyer and Sam'l P. Webster, principals, A. F. Smith and Wm. M. Pinkard, securities on bond.

Judgment in U. S. circuit court, 16th May, 1839, for $1,597 30 and cost. Bond forfeited 4th Nov'r, 1839. Filed 29th June, 1841.

Morris Merredeth
vs.
Wm. M. Pinkard, principal, S. P. Webster and S. S. Prentiss, securities on bond.

Judgment in U. S. circuit court, 28th May, 1839, for $516 and costs. Bond forfeited 7th Oct'r, 1839. Filed 30th June, 1841.

[L. S.] In testimony whereof, I hereunto subscribed my name and affix the seal of said court, this 5th day of November, 1842.

E. D. DOWNES, *Clerk.*

Exhibit D.—Circuit court U. S.

UNITED STATES OF AMERICA, *southern district of Mississippi:*

I, William H. Brown, clerk of said court, do hereby certify, that upon

examination of the records of said court, I find the following judgments remaining unsatisfied against Wm. M. Pinkard, to wit:

Wm. Whitehead vs. Samuel Mason and sureties, judgment 21st May, 1838, for $5,694 03; credited by $5,689 84, 18th November, 1839.

Nicholas Hobson vs. A. G. Creath and sureties, judgment 16th May, 1839, for $7,269 06.

David Armstrong vs. Dawson and Pinkard, judgment 24th May, 1839, for $1,230 06.

Mosely and Bouldin vs. F. Pinkard et al., judgment 16th May, 1839, for $2,230 29.

Morris Merredeth vs. Wm. M. Pinkard, judgment 28th May, 1839, for $516.

Thos. C. Russell vs. S. P. Webster et al., and sureties, judgment 16th May, 1839, for $1,580.

Booraim & Co. vs. Wm. M. Pinkard, judgment 16th May, 1839, for $1,963 64.

Martin Pleasant & Co. vs. Wm. M. Pinkard, judgment 21st May, 1839, for $1,110 84.

J. B. Griffin vs. W. B. Beasley et al., judgment 18th May, 1839, for $2,572 30.

H. F. Walworth vs. Wm. M. Pinkard, judgment 23d May, 1839, for $5,170 66⅔.

Wm. D. Sims vs. Same et al., judgment 23d May, 1839, for $10,930 66.

Brander, McKenna & Wright, vs. Jos. Templeton et al., judgment 14th November, 1839, for $2,716 75.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of said court, this 22d day of November, A. D. 1842.

WM. H. BROWN, *Clerk*.

Exhibit O.

Copy of the bill of sale of Ridley.

Know all men by these presents, that I, J. C. Ridley, of Granville county, in the State of North Carolina, for and in consideration of the sum of sixty-nine thousand dollars, in current money, to me in hand paid by Samuel Mason, William M. Pinkard, and Moses M. Pallen, all of Warren county, in the State of Mississippi, at or before the sealing and delivery of these presents, the receipt whereof I, the said John C. Ridley, do hereby acknowledge, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Samuel Mason, William M. Pinkard, and Moses M. Pallen, their executors, administrators, and assigns, the following negroes, to wit: Clement, Lewis, Lewis, Simon, Jordan, Jessee, Billy, Henry, Jim, Tom, Fortune, William Monroe, Frank, Simpson, Jim, Lewis, Ben, Pollard, Ben Leslie, Billin, Hester, Batty, Lotty, Isabella, Litticia, Tishey, Minerva, Lindah, Mary, Ann, Sally L., Sally B., Sally T., Sophia, Amy, Lucy, Aggy, Nancy, Franky, Pheba, Tansey, Robert B., Robert J., Henry, Thompson, Henard, Kitt,

Roiall, Peter, William, Rebecca, Matilda, Maria, and Mildred, and also fourteen children under ten years of age; to have and to hold [all] and singular the said negroes, or slaves, above bargained and sold, or mentioned, or intended so to be, to the said Samuel Mason, William M. Pinkard, and Moses M. Pallen, their executors, administrators, and assigns forever; and I, the said John C. Ridley, for myself, my heirs, executors, and administrators, all and singular the said negroes and slaves, unto the said Samuel Mason, William M. Pinkard, and Moses M. Pallen, their executors, administrators, and assigns, against me, the said John C. Ridley, my executors, administrators, and assigns, and against all and every other person or persons whatsoever, shall and will warrant, and forever defend, by these presents.

In witness whereof I have hereunto set my hand and seal, this eleventh day of May, in the year of our Lord eighteen hundred and thirty-six.

Signed, JOHN C. RIDLEY. [SEAL.]

Witness—EDWIN HASKINS.

For and in consideration of thirty-five hundred dollars paid to me, and certain agreements entered into by Wm. M. Pinkard and Samuel Mason, I have sold, and do convey, to the said Pinkard and Mason, all my right and title to the negroes named in this paper. As witness my hand and seal, this eighteenth day of July, eighteen hundred and thirty-six.

Signed, MOSES M. PALLEN. [SEAL.]

Witness—B. CRUMP.

I do hereby certify this to be a true copy of the originial bill of sale from John C. Redley to Samuel Mason, Wm M. Pinkard, and M. M. Pallen, which original was exhibited by said Samuel Mason, as proof on the part of the defendants in a suit tried in Warren circuit court, at term, 183 , wherein W. D. Sims was the plaintiff, and said Mason, Pinkard, and others, were defendants, founded on one of the first notes given for these negroes. The original was on file with the papers in the suit in Warren county circuit court.

Vicksburg, Miss., 183 .

F. NORCOM.

Exhibit F.

THE STATE OF MISSISSIPPI,
Warren county, sct.

At a circuit court of the first judicial district of the State of Mississippi, begun and held at the court house, in the city of Vicksburg, in and for the county of Warren, on the first Monday of May, A. D. 1838.

Present, the honorable George Coalter, judge; Elhannon W. Morris, sheriff; Erasmus D. Downs, clerk.

In the record of proceedings of said court, among others are the following, to wit:

WILLIAM D. SIMS, administrator of John C. Ridley, plaintiff,
vs.
WILLIAM M. PINKARD, D. Hardeman, Albert G. Creath, and Samuel Mason, defendants.

Be it remembered that heretofore, to wit, on the 14th day of October, A. D. 1837, the plaintiffs by their attorney sued out of the office of the clerk of the circuit court of Warren county the writ of the State of Mississippi, of capias ad respondendum, directed to the sheriff of Warren county, in the words and figures following, to wit:

The State of Mississippi, to the sheriff of Warren county, greeting:

You are hereby commanded to take William M. Pinkard as maker, and D. Hardeman, Albert G. Creath, and Samuel Mason, as endorsers, if to be found in your county, and them safely keep, so that you have their bodies before the circuit court to be holden in and for the county of Warren, on the first Monday of November next, to answer William D. Sims, administrator ad colegendum and collector of the goods, chattels, debts and credits, which were of John C. Ridley, deceased, at the time of his death, and who died intestate, of a plea of trespass on the case upon promises, to the damage of the said plaintiff twenty thousand dollars; and have then there this writ.

Witness the honorable William S. Bodley, judge of the first judicial district of the said State, the first Monday of May, in the year of our Lord one thousand eight hundred and thirty-seven, and seal of said court.

Issued the 14th day of October, 1837. R. GARLAND, *Clerk*,
By E. S. FISHER, *D. C.*

Upon which writ is the following endorsement:

This is an action of trespass on the case upon promises, founded on a promissory note made by the defendant William M. Pinkard, dated Vicksburg, 21st day of June, 1836, and payable twelve months after date thereof, for the sum of $10,166 67, and the said Pinkard endorsed and delivered the said note to the said defendant Hardeman who endorsed and delivered the said note to the said Creath, who endorsed and delivered the same to the said Mason, who endorsed and delivered the same to the plaintiff's intestate, John C. Ridley; no bail is required; judgment will be required at the return term of this court.

NORCOM, *Plaintiff's attorney.*

Declaration filed when writ issued.

R. GARLAND, *Clerk*,
By E. S. FISHER, *D. C.*

At the time of issuing the aforesaid writ the plaintiff, by his attorney, filed in the office of the clerk of the circuit court aforesaid, his declaration in the form following, to wit:

THE STATE OF MISSISSIPPI, *Warren county.*

In the circuit court, November term, 1837.

William D. Sims, administrator ad collegendum, and collector of the

goods, chattels, debts and credits, which were of John C. Ridley, deceased, at the time of his death, and who died intestate, complains of William M. Pinkard as maker, and D. Hardeman, Albert G. Creath, and Samuel Mason, as endorsers, of a plea of trespass on the case upon promises. For that, whereas, in the lifetime of John C. Ridley aforesaid, on the 21 day of June, in the year 1836, at Vicksburg, to wit, in the county aforesaid, the defendant, William M. Pinkard, by the name of W. M. Pinkard, made his promissory note in writing, bearing date the day and year aforesaid, and thereby, then and there promised to pay, twelve months after date thereof, to the order of D. Hardeman, by the name of D. Hardeman, the sum of ten thousand one hundred and sixty-six dollars 67-100, (or sixty-seven cents,) for value received, negotiable and payable at the office of the Planters' Bank of Vicksburg, and then and there delivered said promissory note to said D. Hardeman; and the said D. Hardeman then and there endorsed said note by the name of D. Hardeman, and delivered it to said Albert G. Creath; who then and there endorsed it by the name of A. G. Creath, and delivered it to said Samuel Mason; who then and there endorsed it by the name of Samuel Mason, and delivered it to said John C. Ridley, the intestate of said plaintiff. And the plaintiff avers, that when said note became due and payable, to wit, on the 24th day of June, in the year 1837, according to its tenor and effect, at the office of the bank aforesaid, the said note was duly presented and shown for payment thereof, at the office of the Planters' Bank, Vicksburg, and payment of the sum of money therein specified was then and there duly required, according to the tenor and effect of said promissory note, of the teller of said bank, and of the defendant, at the office of the bank aforesaid; but neither the teller of said bank, nor the defendants, nor any person on behalf of said defendants, did or would pay said sum of money specified in said note to the said John C. Ridley, in his lifetime, since deceased, when the said note was so presented and shown for payment, and payment of the sum of money therein specified was demanded as aforesaid, or before or afterwards, but neglected so to do; of all of which premises the said defendants, D. Hardeman, Albert G. Creath, and Samuel Mason, had notice on the day and year last aforesaid, at the county aforesaid; by means whereof the said William M. Pinkard, as maker, and the said D. Hardeman, Albert G. Creath, and Samuel Mason, as endorsers, became liable to pay the said John C. Ridley, in his lifetime, (since deceased,) the sum of money specified in said note, according to its tenor and effect. And when thereunto requested, and being so liable, the defendants, in consideration thereof, in the lifetime of said John C. Ridley, to wit, on the day and year last aforesaid, at the county aforesaid, undertook and promised to pay said John C. Ridley (since deceased) the said sum of money specified in said note, when thereunto requested, according to its tenor and effect; yet the same defendants (though often requested) have not paid said sum of money, or any part thereof, to the said John in his lifetime, nor to the plaintiff since the death of said John C. Ridley, but so to do have hitherto wholly neglected and refused, and still do neglect and re-

fuse, to the damage of said plaintiff twenty thousand dollars; and therefore he sues. NORCOM, *Plaintiff's att'y.*

And now here, at this day, to wit, the first Monday of November, A. D. 1837, the sherriff to whom the aforesaid writ was directed made return thereof here to the court, thus endorsed: Received, October 16th, 1837. Executed on Wm. M. Pinkard October 16th, 1837. E. W. Morris, Sheriff; by R. R. Moore, D. Sheriff. Executed on Samuel Mason 17th October, 1837. E. W. Morris, Sh'ff; by G. B. Williams, D. Sh'ff.—Executed 17th October, 1837, on A. G. Creath. E. W. Morris, Sh'ff; by E. B. Scarbrough, D. Sh'ff.—Executed on D. Hardeman 20th October, 1837.

E. W. MORRIS, *Sheriff.*
By E. B. SCARBROUGH, *D'y Sh'ff.*

Thereupon, the defendants, by their attorney, come and defend the wrong and injury, when, &c.; and for plea say actio non, because, they say, they did not undertake upon themselves and promise, in manner and form as said plaintiff hath declared against them; and of this they put themselves upon the country, &c.

HARRISON & HOLT.

And now here, at this day, to wit, the 24th day of May, A. D. 1838, came the parties by their attorneys, and the plaintiff discontinues as to the defendant Mason; and thereupon came a jury, to wit: E. L. Shannon, N. J. Foster, David Cowan, P. O. Mayer, Thos. J. Grandman, Hugh Rushing, Silas Smithart, James Porter, Jos. S. Canfield, Charles Gui, Charles Baker, and Peter Pender, who, being duly elected, and tried, and sworn, the truth to speak upon the issue joined, upon their oath say: We, the jury, find for the plaintiff, and assess the damages at eleven thousand eight hundred and sixty-one dollars.

Therefore, it is considered by the court that the said plaintiff recover of the defendants, Pinkard, Hardeman and Creath, the sum of eleven thousand eight hundred and sixty-one dollars, assessed by the jury aforesaid, and also all costs of suit.

Copy of bill of sale.

Know all men by these presents, that I, John C. Ridley, of Granville county, in the State of North Carolina, for and in consideration of the sum of sixty-nine thousand dollars current money, to me in hand paid, by Samuel Mason, William M. Pinkard, and Moses M. Pallen, all of Warren county, in the State of Mississippi, at or before the sealing and delivery of these presents, the receipt whereof I, the said John C. Ridley, do hereby acknowledge, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Samuel Mason, Wm. M. Pinkard, and Moses M. Pallen, their executors, administrators, and assigns, the following negroes, to wit: Clement, Lewis, Lewis, Lesson, Jordan, Jessee, Billy, Henry, Tom, Tom, Fortune, William, Monroe, Frank, Linnson, Jim, Lewis, Ben, Polad, Ben, Leslia, Bellia, Hester, Betty, Letty, Isabella, Letticia, Leskey, Manerva, Lindale, Mary Ann, Sally L., Sally B., Sally T., Sophia, Anney, Lucy, Aggy,

Nancy, Franky, Phebea, Robert B., Robert J., Henry, Thompson, Herrard, Kitt, Roiall, Peter, William, Rebecca, Matilda, Maria, and Mildred, and also fourteen children under ten years of age; to have and to hold all and singular the said negroes or slaves above bargained and sold, or mentioned, or intended so to be, to the said Samuel Mason, William M. Pinkard, and Moses M. Pallen, their executors, adminis-[tra]tors, and assigns forever. And I, the said John C. Ridley, for myself, my heirs, executors, and administrators, all and singular, the said negroes and slaves unto the said Samuel Mason, William M. Pinkard, and Moses M. Pallen, their executors, administrators, and assigns, against me, the said John C. Ridley, my executors, administrators, and assigns, and all and every other person or persons whatsoever, shall and will warrant and forever defend, by these presents.

In witness whereof I have hereunto set my hand and seal, this eleventh day of May, in the year of our Lord eighteen hundred and thirty-six. JOHN C. RIDLEY. [SEAL.]

Witness, EDWARD HOSKINS.

Copy of Eli Sherwood's deposition.

The deposition of Eli Sherwood, taken by defendants, and to be read in the following case:

Inter. 1st. Are you acquainted with the defendants, or any of them?

Ans. I know Samuel Mason and W. M. Pinkard.

2nd. Were you acquainted with John C. Ridley, deceased?

Ans. I was with him some four or five days.

3rd. Have you any knowledge of a sale of some slaves by John C. Ridley to W. M. Pinkard, Sam'l Mason, and M. M. Pallen; if so, state all you know about it.

Ans. Some time, I think in May, 1836, Mr. Sam'l Mason being on a steamboat on her way up the river, called at my place, and requested me to go up with him as high as Memphis; I got aboard, and was then introduced by Mr. Mason to Col. Ridley, and was then informed by Mason, in presence of Col. Ridley, that he, W. M. Pinkard, had made a contract with said Ridley for some negroes that he expected to meet at Memphis; the terms of the contract being as I understood from them both, that Mr. Mason was to take the negroes if he should like them upon examination. Mr. Mason desired me to go with him, that I might examine the negroes with him, and give my judgment concerning their condition; the contract for the negroes being made before Mason and Ridley left Vicksburg, as I understood from both parties, to be binding in case Mason should like the negroes. The negroes were not in Memphis when we reached there. Some few days afterwards, some thirty-five of the negroes were produced, among them was a negro woman, Amy, who was then sick. Mr. Mason refused to receive her, unless Mr. Ridley would agree to deduct her value in case she did not get well. My impression is, that she was valued at one thousand dollars, but of this I am not certain. Mr. Ridley, however, agreed to deduct her value in case she did not get well, and thereupon she was received. Some four or five of the other negroes were complaining, particularly one by the name of Sally Top, who appeared

to be lame, and was helped out of the waggon; there was also a negro boy quite sick. Mr. Ridley said, however, they were all sound except Amy, saying, that they had been working and camping in the swamp, and that some had taken cold. Mr. Mason and myself proposed to examine the negroes particularly, to which Mr. Ridley objected, saying they were family negroes, and he did not wish them to know they had been sold. Mr. Mason at first refused to receive the negroes, because so many were complaining. Col. Ridley, however, assured him that they were sound, with [the] exception of Amy; upon which I advised Mr. Mason to receive them. Mason, at last, consented to do so, upon the assurance of Ridley that they were sound; we then received them, and from there brought to Vicksburg some time in June. I was requested by Mess. Mason and Pinkard, to go for the other negroes to Memphis, with instructions, however, that I should examine them particularly before I received them. This lot had been hired out by Mr. Ridley to work on the road in Arkansas, and the time for which they were hired did not expire until about the middle of June. Mr. Mason expressed some fear that they, or some of them, would be sick, as they were at work in a sickly part of the country. On the 19th of June, I received the negroes, being thirty-four, [from] Mr. Cobbs, the agent of Ridley, some of them, particularly Jim and Ben Herrard and Thompson, were sick. I refused to receive them as sound negroes. The agent remarked, that he had nothing to do but deliver them. Whereupon, I received them, and brought them to Vicksburg.

Inter. 4th. What became of the negroes that were unsound at the time they were received?

Ans. I do not know; I have had nothing to do with them since.

Inter. 5th. Was there among the negroes one by name of Isabella? if so, what was her condition at the time she was received?

Ans. She was unwell, able to go about, but not able to work.

Inter. 6th. Was the woman, Sally Top, unsound or not at the time?

Ans. She complained a good deal, saying she had lost the use of one of her legs; complained of her side. Mr. Ridley said she was a great hypocrite.

Questions by plaintiff's counsel. What time did you reach Vicksburg, and deliver, with Mr. Mason, the 1st lot of negroes of 35?

Answer. Some time near the middle of May, 1836.

[Question.] What time did you reach Vicksburg with the second lot of negroes of 34, and to whom did you deliver them?

Answer. It was between the 20th and 25th of June, 1836, I delivered them to Mess. Pinkard, Pallen and Mason, who were all present.

Quest. Who was Dr. Christian, of whom you spoke?

Answ. He was a physician, living near Memphis.

Quest. Was he called on by Mr. Mason to examine the first lot of negroes before they were received, and did he examine them?

Answer. He was advised with repeatedly by Mr. Mason, in regard to the health of the negroes on whom he had been attending. I do not know that he examined them.

Quest. Was there anything put in writing at the time, between Mason and Ridley, about the negroes?

Answer. There was an instrument of writing drawn between them at Memphis, but I do not remember its terms; it had some relation to the contract and delivery of those negroes.

Quest. Were you, or others, called on to witness the agreement then put in writing; and did you, or others, sign it?

Answ. I do not recollect whether I, or others, signed it as witness or not. I do not now remember, and will not be positive.

Quest. What was said by defendants, Mason, Pallen and Pinkard, at the time the second lot of negroes were received, in relation to the negroes?

Answer. I do not remember what they said exactly; they asked whether they were sick, and how many, and observed they were a likely set of negroes, and if so many of them had not been sick he would have been satisfied.

Question. Have you not heard Mr. Mason say, repeatedly, since the purchase, they were a likely set of negroes?

Answer. I have heard him say, they were a good many likely ones among them. I do not know that he spoke of them generally.

Quest. Had any of the 2nd lot of negroes died between the time of first trip to Memphis you made, and the time you received the 2nd lot of negroes?

Answer. They had not.

Quest. Was there more than one Amy, or Sally Top; and what was their value, age and condition?

Answer. There was but one Amy, and Sally Top, though 3 named Sally; Amy was between 30 and 35 years old, I should think tolerably likely when healthy; Sally Top about 40 years old, and stout, large woman.

Quest. by deft's. Did or did not Mr. Mason frequently refuse to receive the first lot of negroes, except on the assurance of Mr. Ridley that they were sound, with the exception of Amy?

Answer. He did frequently refuse to receive them except upon such assurance; and further saith not

ELI SHERWOOD.

Sworn to before me, by Eli Sherwood, May 12th, 1838.

E. H. MAXEY, *J. P.*

THE STATE OF MISSISSIPPI, *Warren county:*

I, Erasmus D. Downs, clerk of the circuit court of said county, do hereby certify, that the above and foregoing, contain a true and correct copy of the declaration, plea, judgment, and bill of sale, and deposition of Eli Sherwood, on file in my office, in the above entitled cause.

Given under my hand, and seal of office, this 17th day of December, [L. S.] A. D. 1842.

E. D. DOWNS, *Clerk.*

STATE OF MISSISSIPPI, *Warren county:*

I, George Coalter, presiding judge of the first judicial district of Mississippi, do hereby certify, that E. D. Downs, whose name is annexed to the foregoing certificate, is clerk of the court aforesaid, and that his attestation is in due form of law. Given under my hand this 26 day of January, 1843.

GEORGE COALTER.

Exhibit G.

THE STATE OF MISSISSIPPI, *Warren county:*

Be it remembered, that at a circuit court of the first judicial district of the State of Mississippi, held at the court house in the city of Vicksburg in and for Warren county, on the seventh day of May, in the year of our Lord one thousand eight hundred and forty-one—

Present: The honorable George Coalter, judge; Elhannan W. Morris, esquire, sheriff; Erasmus D. Downs, clerk.

Among others were the following proceedings, to wit:

Declaration.

WILLIAM D. SIMS
vs.
WILLIAM M. PINKARD & als. } In case.

STATE OF MISSISSIPPI, *Warren county:*

Circuit court, November term, 1839.

William D. Sims, plaintiff, by attorney, complains of William M. Pinkard, D. Hardeman, Albert G. Creath, and Samuel Mason, defendants, in custody, &c., of a plea of trespass on the case for this, that heretofore, to wit, on the 21st day of June, in the year 1836, at Vicksburg, to wit, in the county aforesaid, the said Pinkard, by the name of W. M. Pinkard, made his certain promissory note in writing of that date, and thereby then and there promised to pay, thirty-six months after the date of said promissory note, to said Hardeman, or order, by the name of D. Hardeman, the sum of ten thousand one hundred and sixty-six dollars and sixty-seven cents, for value received, negotiable and payable at the office [of the] Planter's bank, Vicksburg, and then and there delivered said note to the said D. Hardeman; and the said Hardeman, by the name of D. Hardeman, then and there endorsed and delivered said note to the said Creath, who, by the name of A. G. Creath, then and there endorsed and delivered it to Samuel Mason, who then and there endorsed the same, and delivered it to the plaintiff; and the plaintiff avers that afterwards, when said note became due and payable, according to its tenor and effect, to wit, on the 24th day of June, in the year 1839, the said note was duly presented and shown to and at the office Planter's bank, at Vicksburg, to the teller thereof, to wit, at the county aforesaid, for payment; and payment of the sum of money therein specified, was then and there duly required of the teller of said bank, and the defendants; but that neither the said teller, nor said defendants, nor any other person or persons, did or would pay said sum of money men-

tioned in said note, to the plaintiffs, when the said note was so presented and shown for payment and payment, of the sum of money therein specified was so demanded as aforesaid, or before or afterwards, but neglected so to do; of all which premises, and the said defendants, except Pinkard, afterwards, to wit, on the day and year last aforesaid, at, to wit, the county aforesaid, had due notice, by means of which the said defendants then and there became liable to pay to the said plaintiff the sum of money specified in said note, when thereunto afterwards requested; and being so liable, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook and promised the plaintiff to pay them the said sum of money specified in said note, when thereunto afterwards requested; yet the said defendants (though often requested) have not paid said sum of money, or any part thereof, to the plaintiff, but to do so have hitherto wholly neglected and refused, and still do neglect and refuse, to the plaintiff's damage twenty thousand dollars; therefore, he sues.

F. NORCOM,
Plaintiff's attorney.

Copy of note.

Vicksburg, June 21, 1836.

$10,166 67.

Thirty-six months after date I promise to pay to the order of D. Hardeman, ten thousand one hundred and sixty-six dollars 67 [cts.] for value received, negotiable and payable at the office [of the] Planters' Bank, Vicksburg.

W. M. PINKARD.

Endorsed, D. Hardeman, A. G. Creath, Samuel Mason.
The drawer, W. M. Pinkard, lives at Vicksburg.
1st end., D. Hardeman, " at Levingston.
2d end., A. G. Creath, " at Vicksburg.
3d end., Samuel Mason, " at do.

Plea, to wit:

WM. M. PINKARD }
vs.
WM. D. SIMS. }

Warren circuit court, November term, 1839.

And the said defendants came and defend[ed] the wrong and injury, when, &c., and say, that they did not undertake or promise in manner and form as is above thereof declared against them; and of this they put themselves on the country, &c.

GUION & PRENTISS, & SMEDES, *for deff'ts.*

And the plaintiff does the like.

NORCOM, *plaintiff['s] att'y.*

And now, here, at this day, to wit, the said seventh day of May, in the year of our Lord one thousand eight hundred and forty-one, come the parties, by their attorneys, and thereupon come a jury, to wit, John

Booth, Daniel Hildebrand, Samuel Bolls, R. H. Darun, Joseph S. Campbell, William Bigg, Harman Stedger, Thomas Rigley, H. Costen, John S. Gooch, John J. Hamilton, and Joel H. Willis, who, being empannelled and sworn well and truly to try the issue joined, upon their oath do say; we, the jury, find for the plaintiff, and assess the damages at eleven thousand seven hundred and fifty-three dollars and thirty-three cents. Therefore it is considered by the court, that the said plaintiff recover against the said defendants the sum of eleven thousand seven hundred and fifty-three dollars and thirty-three cents, the damages assessed by the jury aforesaid, and also all costs herein expended; and the jury find for the defendant, D. Hardeman; therefore, it is considered by the court that the said defendant recover against the said plaintiff his costs herein expended.

Afterward, to wit, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, come again into the circuit court aforesaid the parties, by their attorneys aforesaid. On motion for a new trial as to the defendants, Pinkard, Creath, and Mason. Motion overruled. Exceptions taken for defendants.

Bill of exceptions, to wit:

WILLIAM D. SIMS,
vs.
WILLIAM M. PINKARD et als.

Warren circuit court of the State of Mississippi, at its April term thereof, for the year 1841.

Be it remembered, that at the term aforesaid of the court aforesaid, at the trial of the foregoing case, the plaintiff read in evidence to the jury the note sued on, and the protest attached thereto, to wit:

$10,166 67. *Vicksburg*, *June* 21, 1836.

Thirty-six months after date I promise to pay to the order of D. Hardeman, ten thousand one hundred and sixty-six dollars 67 [cents,] for value received, negotiable and payable at the office [of the] Planters' Bank, Vicksburg.

W. M. PINKARD.

Endorsed, D. Hardeman, A. G. Creath, and Samuel Mason.
The drawer, Wm. M. Pinkard, lives at Vicksburg.
1st end., D. Hardeman, " at Levingston.
2d end., A. G. Creath, " at Vicksburg.
3d end., Samuel Mason, " do.

Copy of protest.

UNITED STATES OF AMERICA,
State of Mississippi, to wit:

By this public instrument of protest, be it known, that on this day, at the request of Robert Riddle, esquire, cashier, and holder of the original note, a true copy of which is hereunto annexed, I, Alexander H. Arthur, notary public for the office of the Planters' Bank, of the State of

Mississippi, at Vicksburg, residing in said city, and duly commissioned and qualified according to law, went to the office of the Planters' Bank in said city, during banking hours, and presented said note, demanded payment thereof from the teller, who refused to pay the same, saiying that the drawer had made no deposit of funds for that purpose. Whereupon, I, the said notary public, at the request aforesaid, do hereby solemnly and publicly protest the said note, as well against the drawer thereof as against the endorsers, and all persons who are or may be concerned therein, for all exchange, re-exchange, damages and interest, suffered or to *the* sufferer, for the non-payment of said note, thus solemnly and publicly protested.

Given under my hand and official seal, at the city of Vicksburg, [L. S.] this 24th day of June, 1839.

A. H. ARTHUR, *Notary Public.*

The plaintiff then introduced A. H. Arthur, a notary public for the Planters' Bank, of the State of Mississippi, who, being sworn, testified that on the 24th day of June, 1839, the note sued on was in the Planters' Bank during banking hours; and at the request of Robert Riddle, cashier of said bank, and the then holder of said note, he went to the office of the Planter's Bank, in the city of Vicksburg, where said note was payable, and during the banking hours of said bank demanded payment of the said note from the teller, who refused to pay the same, and that he accordingly protested the note for non-payment, and gave notice of the demand of said payment and failure to pay, in the following manner, to wit: To Wm. M. Pinkard, drawer, to Vicksburg, Mississippi. To D. Hardeman, directed to Levingston, Madison county, Vicksburg, Mildale, and Princeton post-offices, all in the State of Mississippi. To A. G. Creath, notice directed to Mildale, Mississippi, and Vicksburg, Mississippi. To Samuel Mason, notice directed to Mount Albon post-office, Warren county, Mississippi. All of which notices, made out in writing, directed to the parties respectively as aforesaid, were by the witness deposited in the post-office at Vicksburg, Mississippi, in time to go out by the first mail of the day next succeeding that on which said note was protested by the witness. The witness also proved that Mildale was A. G. Creath's nearest post-office, and that Mount Albon was Samuel Mason's nearest post-office. It was also in proof to the jury that Peacon Grove post-office, in Louisiana, and Satartia post-office, in Yazoo county, Mississippi, were both nearer to the residence of D. Hardeman, at the date of the protest of the note, than either of the post-offices to which notices were sent by the notary. The plaintiff here closed his case.

The defendants, Pinkard, Hardeman, and Creath, then offered to introduce as a witness, to testify to the jury in this case in behalf of the said defendants, Samuel Mason, the last endorser on said note, and also sued in this action, by whom the said defendants expected to prove that the note sued on had been executed for an illegal consideration, and was null and void. To the introduction of said Mason as a witness to testify to the jury the said plaintiff objected; which objection the court sustained,

and refused to permit the said Mason to testify to the jury. To which objection of the court, refusing to permit the said Mason to give testimony on behalf of the said defendants, Pinkard, Hardeman, and Creath, they, the said defendants, then excepted. The defendants then asked E. Mason, one of the attorneys of the plaintiff in this case, if there was not a judgment on this note in the United States circuit court of the State of Mississippi, held at Jackson, against the said Samuel Mason, and said that he did not know positively; he believed there was, but that the record was the best evidence of it. The defendants offered to introduce said S. Mason to testify to the jury. The plaintiff still objected thereto, and the court sustained their objection. To which opinion of the court the defendants, Pinkard, Hardeman, and Creath, by their counsel, then excepted.

The defendants then introduced, as a witness, Benjamin J. Hicks, who, being duly sworn, testified to the jury, that the note sued on was given for the purchase of a lot of negroes by the maker of the note, from one John S. Ridley, whose name was endorsed on the back of the note sued on. After the endorsement of S. Mason, that Hardeman, and Creath & Mason, were accommodation endorsers on the note sued on, for the maker of said note. That the contract for the sale of said negroes, between the said Ridley and the said Pinkard, was made in the office of the witness in the city of Vicksburg, in this State. Witness understood from the said Ridley and the said Pinkard, that the negroes for which the note was given, were, at the time of the making of the contract, in the State of Tennessee. The contract made in Vicksburg, between the said Ridley and Pinkard, was as follows: The bill of sale of the negroes, made by Ridley, and the promissory note given by Pinkard, including the note sued on, were executed at the time, about a month before the date of the note, say in the month of May, 1836; the dates of the bill of sale and the notes were left blank, and the bill of sale and the notes were left, by the said Ridley and Pinkard, as escrows, with witness, to hold until the negroes should be delivered to Pinkard, who had not yet seen them, and who had the option of, that Dr. Pallen, being a physician, was to go to Memphis, Tennessee, to examine the negroes in relation to their health; that Dr. Pallen did not go, and Samuel Mason was substituted in his stead, either receiving them or not. Upon Pinkard accepting the negroes, and proof of that being made to witness, witness was to fill up the dates of the notes and bill of sale, with the proper time, and deliver the bill of sale to Pinkard, and the notes to the agent of Ridley, in the said city of Vicksburg.

Witness further states, that afterwards he saw the negroes, sold by Ridley to the defendant Pinkard, in the possession of Mason, one of the defendants, in the said city of Vicksburg; that he, witness, knew the negroes, having known them well in Granville county, in the State of North Carolina; that having understood from Mason and Pinkard, that Mason had become interested in the purchase of the said negroes, and that those were the same negroes sold by Ridley, witness filled up the date of the bill of sale, and delivered it to said Pinkard and Mason, and

filled up the dates of the notes, including the one sued on, and delivered the notes, so filled up, to F. Norcom, the authorized agent of said Ridley.

Witness further testified, that before the said contract, made by Ridley with Pinkard, the said Ridley had frequently offered to sell the said negroes to different persons in the city of Vicksburg—to witness among others. Witness did not know who had brought the said negroes into the State of Mississippi from Tennessee. That after the said contract, made between Pinkard and Ridley, the said Ridley and Mason went together to Tennessee, and that he afterwards, on the return of Mason, saw Mason in Vicksburg with a portion of the negroes, before the rest were brought here. Witness did not know, of his own knowledge, who brought down either these negroes, or the rest of the lot from Tennessee to this State; but after the negroes were brought here, witness gave up the bill of sale to the defendants, and the notes to Ridley.

Witness further stated, that Ridley was dead, and that the plaintiff in this action was his administrator; and the witness understood from Pinkard, Mason, and Pallen, that one of them was to go to Tennessee to receive the negroes in question; when they had received them, and the witness informed of the fact, he, the witness, was to consider the contract consummated, and was to deliver the bill of sale to the defendants, and the notes to the plaintiff's agent. Witness understood from Mason, when he, witness, gave to Mason the bill of sale, that he, Mason, had received all the negroes. This was all the evidence offered in the cause.

The plaintiff then asked the court to instruct the jury—

First. That if the parties contracted in Mississippi to sell and buy certain slaves, then in another State, to be there delivered, the contract is not contrary to public policy, and the plaintiff must recover.

Second. That to entitle the defendants to a verdict, the jury must believe, from the evidence, that the plaintiff introduced said slaves for sale as merchandise into the State of Mississippi.

Third. That the defendants, if sellers in Mississippi, had a right, by law, to go into another State, and there purchase and then introduce into Mississippi, slaves for their own use, in farming or planting, and that such purchase and introduction is not contrary to law and constitution, or in violation of public policy.

Fourth. That the place of the delivery of personal property, is the place of the contract; and that the obligation of the contract is governed by the law of the place of contract, and if valid there, is valid any where.

Fifth. That a contract for the sale of personal property is not complete until the delivery of the property.

Sixth. That the par title to personal property, deeds in writing are not necessary, and the place of executing and delivering the deeds, is not the place of the contract for the sale of such property.

Seventh. If the jury believe, from the evidence, that the sale and delivery of the negroes (the consideration of the notes) was made by Ridley in Tennessee, with a knowledge that the slaves were to be intro-

duced into the State of Mississippi by defendants, yet the plaintiff must recover.

To the giving of which instruction, the defendants, by their counsel, then objected; which objection of the defendants, the court overruled, and gave the instructions asked for by plaintiff to the jury; to which opinion of the court, giving said instructions to the jury, as asked for by plaintiff, the defendants, by their counsel, then excepted, and now except.

The defendants then asked the court to instruct the jury—

First. If the jury believes, from the evidence, that the consideration of the note sued on was the purchase by defendants, or any of them, of certain negro slaves from John Ridley, to whom the note was given, and that the contract for the sale and purchase of the negroes was made, and the negroes introduced into this State by Ridley, in pursuance of said contract, after the first day of May, 1833, that the note is void.

Second. If the jury believe, from the evidence, that the note sued on was given in consideration of the purchase of negroes by the defendants, or any of them, from John Ridley, to whom the note was given; and that said negroes were introduced into the State of Mississippi for sale by Ridley, after the first day of May, 1833, that the note is void, and the plaintiff cannot recover.

Third. If the jury believe, from the evidence, that the contract of sale of said negroes by Ridley to the defendants, or either of them, which was the consideration for which the note sued on was given, was made after the first day of May, 1833, with the view and intent of evading the constitution of this State, although the negroes were not, at the time of the inception of the contract, in this State, yet the contract is void, and the plaintiff cannot recover.

Fourth. That the contract for the sale of the negroes by Ridley to the defendants was not complete until the delivery of the negroes; and if the jury believe, from the evidence, that the negroes were introduced, either by Ridley or the defendants, into this State, and delivered to the defendants, or either of them, in pursuance of such contract of sale, after the first day of May, 1833, the contract is void, and the note sued on void.

Fifth. If the jury believe, from the testimony, that Samuel Mason brought into this State the negroes, and in so doing he acted under the authority of John Ridley, that the acts of Mason are to be regarded as the acts of Ridley, and the notes would be equally void as if Ridley had brought the slaves into the State himself in person.

Sixth. That a contract made out of the State, which would injure the State or its citizens, or which would exhibit to the citizens of this State an example pernicious or detestable, will not be enforced.

7th. That it is a settled [and] sound principle, that no State will enforce a contract made by its citizens elsewhere, in fraud or in violation of its laws.

Eighth. If the jury believe, from the evidence, that John S. Ridley was the person to whom the note sued on was executed, and that the consideration of the note sued on was a sale, by the said Ridley to the

[illegible] of the notes, including the one sued on, and delivered [illegible] to F. Norcom, the authorized agent of said Ridley.

Witness further testified, that before the said contract, made by Ridley with Pinkard, the said Ridley had frequently offered to sell the said negroes to different persons in the city of Vicksburg—to witness among others. Witness did not know who had brought the said negroes into the State of Mississippi from Tennessee. That after the said contract, made between Pinkard and Ridley, the said Ridley and Mason went together to Tennessee, and that he afterwards, on the return of Mason, saw Mason in Vicksburg with a portion of the negroes, before the rest were brought here. Witness did not know, of his own knowledge, who brought down either these negroes, or the rest of the lot from Tennessee to this State; but after the negroes were brought here, witness gave up the bill of sale to the defendants, and the notes to Ridley.

Witness further stated, that Ridley was dead, and that the plaintiff in this action was his administrator; and the witness understood from Pinkard, Mason, and Pallen, that one of them was to go to Tennessee to receive the negroes in question; when they had received them, and the witness informed of the fact, he, the witness, was to consider the contract consummated, and was to deliver the bill of sale to the defendants, and the notes to the plaintiff's agent. Witness understood from Mason, when he, witness, gave to Mason the bill of sale, that he, Mason, had received all the negroes. This was all the evidence offered in the cause.

The plaintiff then asked the court to instruct the jury—

First. That if the parties contracted in Mississippi to sell and buy certain slaves, then in another State, to be there delivered, the contract is not contrary to public policy, and the plaintiff must recover.

Second. That to entitle the defendants to a verdict, the jury must believe, from the evidence, that the plaintiff introduced said slaves for sale as merchandise into the State of Mississippi.

Third. That the defendants, if sellers in Mississippi, had a right, by law, to go into another State, and there purchase and then introduce into Mississippi, slaves for their own use, in farming or planting, and that such purchase and introduction is not contrary to law and constitution, or in violation of public policy.

Fourth. That the place of the delivery of personal property, is the place of the contract; and that the obligation of the contract is governed by the law of the place of contract, and if valid there, is valid any where.

Fifth. That a contract for the sale of personal property is not complete until the delivery of the property.

Sixth. That the par title to personal property, deeds in writing are not necessary, and the place of executing and delivering the deeds, is not the place of the contract for the sale of such property.

Seventh. If the jury believe, from the evidence, that the sale and delivery of the negroes (the consideration of the notes) was made by Ridley in Tennessee, with a knowledge that the slaves were to be intro-

duced into the State of Mississippi by defendants, yet the plaintiff must recover.

To the giving of which instruction, the defendants, by their counsel, then objected; which objection of the defendants, the court overruled, and gave the instructions asked for by plaintiff to the jury; to which opinion of the court, giving said instructions to the jury, as asked for by plaintiff, the defendants, by their counsel, then excepted, and now except.

The defendants then asked the court to instruct the jury—

First. If the jury believes, from the evidence, that the consideration of the note sued on was the purchase by defendants, or any of them, of certain negro slaves from John Ridley, to whom the note was given, and that the contract for the sale and purchase of the negroes was made, and the negroes introduced into this State by Ridley, in pursuance of said contract, after the first day of May, 1833, that the note is void.

Second. If the jury believe, from the evidence, that the note sued on was given in consideration of the purchase of negroes by the defendants, or any of them, from John Ridley, to whom the note was given; and that said negroes were introduced into the State of Mississippi for sale by Ridley, after the first day of May, 1833, that the note is void, and the plaintiff cannot recover.

Third. If the jury believe, from the evidence, that the contract of sale of said negroes by Ridley to the defendants, or either of them, which was the consideration for which the note sued on was given, was made after the first day of May, 1833, with the view and intent of evading the constitution of this State, although the negroes were not, at the time of the inception of the contract, in this State, yet the contract is void, and the plaintiff cannot recover.

Fourth. That the contract for the sale of the negroes by Ridley to the defendants was not complete until the delivery of the negroes; and if the jury believe, from the evidence, that the negroes were introduced, either by Ridley or the defendants, into this State, and delivered to the defendants, or either of them, in pursuance of such contract of sale, after the first day of May, 1833, the contract is void, and the note sued on void.

Fifth. If the jury believe, from the testimony, that Samuel Mason brought into this State the negroes, and in so doing he acted under the authority of John Ridley, that the acts of Mason are to be regarded as the acts of Ridley, and the notes would be equally void as if Ridley had brought the slaves into the State himself in person.

Sixth. That a contract made out of the State, which would injure the State or its citizens, or which would exhibit to the citizens of this State an example pernicious or detestable, will not be enforced.

7th. That it is a settled [and] sound principle, that no State will enforce a contract made by its citizens elsewhere, in fraud or in violation of its laws.

Eighth. If the jury believe, from the evidence, that John S. Ridley was the person to whom the note sued on was executed, and that the consideration of the note sued on was a sale, by the said Ridley to the

filled up the dates of the notes, including the one sued on, and delivered the notes, so filled up, to F. Norcom, the authorized agent of said Ridley.

Witness further testified, that before the said contract, made by Ridley with Pinkard, the said Ridley had frequently offered to sell the said negroes to different persons in the city of Vicksburg—to witness among others. Witness did not know who had brought the said negroes into the State of Mississippi from Tennessee. That after the said contract, made between Pinkard and Ridley, the said Ridley and Mason went together to Tennessee, and that he afterwards, on the return of Mason, saw Mason in Vicksburg with a portion of the negroes, before the rest were brought here. Witness did not know, of his own knowledge, who brought down either these negroes, or the rest of the lot from Tennessee to this State; but after the negroes were brought here, witness gave up the bill of sale to the defendants, and the notes to Ridley.

Witness further stated, that Ridley was dead, and that the plaintiff in this action was his administrator; and the witness understood from Pinkard, Mason, and Pallen, that one of them was to go to Tennessee to receive the negroes in question; when they had received them, and the witness informed of the fact, he, the witness, was to consider the contract consummated, and was to deliver the bill of sale to the defendants, and the notes to the plaintiff's agent. Witness understood from Mason, when he, witness, gave to Mason the bill of sale, that he, Mason, had received all the negroes. This was all the evidence offered in the cause.

The plaintiff then asked the court to instruct the jury—

First. That if the parties contracted in Mississippi to sell and buy certain slaves, then in another State, to be there delivered, the contract is not contrary to public policy, and the plaintiff must recover.

Second. That to entitle the defendants to a verdict, the jury must believe, from the evidence, that the plaintiff introduced said slaves for sale as merchandise into the State of Mississippi.

Third. That the defendants, if sellers in Mississippi, had a right, by law, to go into another State, and there purchase and then introduce into Mississippi, slaves for their own use, in farming or planting, and that such purchase and introduction is not contrary to law and constitution, or in violation of public policy.

Fourth. That the place of the delivery of personal property, is the place of the contract; and that the obligation of the contract is governed by the law of the place of contract, and if valid there, is valid any where.

Fifth. That a contract for the sale of personal property is not complete until the delivery of the property.

Sixth. That the par title to personal property, deeds in writing are not necessary, and the place of executing and delivering the deeds, is not the place of the contract for the sale of such property.

Seventh. If the jury believe, from the evidence, that the sale and delivery of the negroes (the consideration of the notes) was made by Ridley in Tennessee, with a knowledge that the slaves were to be intro-

duced into the State of Mississippi by defendants, yet the plaintiff must recover.

To the giving of which instruction, the defendants, by their counsel, then objected; which objection of the defendants, the court overruled, and gave the instructions asked for by plaintiff to the jury; to which opinion of the court, giving said instructions to the jury, as asked for by plaintiff, the defendants, by their counsel, then excepted, and now except.

The defendants then asked the court to instruct the jury—

First. If the jury believes, from the evidence, that the consideration of the note sued on was the purchase by defendants, or any of them, of certain negro slaves from John Ridley, to whom the note was given, and that the contract for the sale and purchase of the negroes was made, and the negroes introduced into this State by Ridley, in pursuance of said contract, after the first day of May, 1833, that the note is void.

Second. If the jury believe, from the evidence, that the note sued on was given in consideration of the purchase of negroes by the defendants, or any of them, from John Ridley, to whom the note was given; and that said negroes were introduced into the State of Mississippi for sale by Ridley, after the first day of May, 1833, that the note is void, and the plaintiff cannot recover.

Third. If the jury believe, from the evidence, that the contract of sale of said negroes by Ridley to the defendants, or either of them, which was the consideration for which the note sued on was given, was made after the first day of May, 1833, with the view and intent of evading the constitution of this State, although the negroes were not, at the time of the inception of the contract, in this State, yet the contract is void, and the plaintiff cannot recover.

Fourth. That the contract for the sale of the negroes by Ridley to the defendants was not complete until the delivery of the negroes; and if the jury believe, from the evidence, that the negroes were introduced, either by Ridley or the defendants, into this State, and delivered to the defendants, or either of them, in pursuance of such contract of sale, after the first day of May, 1833, the contract is void, and the note sued on void.

Fifth. If the jury believe, from the testimony, that Samuel Mason brought into this State the negroes, and in so doing he acted under the authority of John Ridley, that the acts of Mason are to be regarded as the acts of Ridley, and the notes would be equally void as if Ridley had brought the slaves into the State himself in person.

Sixth. That a contract made out of the State, which would injure the State or its citizens, or which would exhibit to the citizens of this State an example pernicious or detestable, will not be enforced.

7th. That it is a settled [and] sound principle, that no State will enforce a contract made by its citizens elsewhere, in fraud or in violation of its laws.

Eighth. If the jury believe, from the evidence, that John *S.* Ridley was the person to whom the note sued on was executed, and that the consideration of the note sued on was a sale, by the said Ridley to the

said defendants, of negro slaves, since the year 1833; and that the contract of sale, and the execution of the note sued on, and the bill of sale of the negroes were made, consummated, and delivered in this State, but that the negroes were delivered in the State of Tennessee to the defendants by Ridley, for the purpose of evading the penalty of a violation of that clause in the constitution of this State which prohibits the introduction of slaves into the State of Mississippi as merchandise, or for sale; and that after the delivery of the negroes to the defendants, the negroes were, in pursuance of, and in accordance with, the contract of the parties, brought by the defendants into the State of Mississippi, that the contract of the sale of the negroes, and the note sued on, are illegal and void.

The court gave the jury the first, second, [and] fifth instructions asked for by defendants, but refused to give the third, fourth, six, seventh, and eighth instructions asked for by defendants; to which opinion of the court, refusing to give the third, fourth, six, seventh, and eighth instructions asked for by the defendants, the defendants, by their counsel, then excepted, and now excepts, and pray that this, their bill of exceptions, may be signed, sealed, enrolled, and made a part of the record; which [was] done accordingly, and before the jury retired from their box.

GEORGE COALTER. [SEAL.]

THE STATE OF MISSISSIPPI, *Warren county:*

I, Erasmus D. Downs, clerk of the circuit court of said county, do hereby certify, that the above and foregoing contains a true copy of the declaration, plea, judgment, and bill of exceptions, on file in the above entitled cause.

Given under my hand and seal of office, this 17th day of December, [L. S.] A. D. 1842.

E. D. DOWNS, *Clerk.*

STATE OF MISSISSIPPI, *Warren county:*

I, George Coalter, presiding judge of the first judicial district of Mississippi, do hereby certify that E. D. Downs, whose name is annexed to the foregoing certificate, is clerk of the court aforesaid, and that his attestation is in due form.

Given under my hand this 26th day of January, 1843.

GEORGE COALTER.

And afterwards, to wit, at the February rules, A. D. 1843, of said court, to wit, on the first Monday of February, in the year of our Lord one thousand eight hundred and forty-three, the following order was made and entered by the clerk of said court, to wit:

Complainant having fail[ed] to file a replication to the defendant's answer herein, on or before the last January rules, bill now stands dismissed.

And afterwards, to wit, at the May term, A. D. 1843, of said court, to wit, on the tenth day of May, in the year of our Lord one thousand eight hundred and forty-three, the complainant, by his counsel, moves

the court to file replication to defendant's answer on the following affidavit filed, to wit:

A. G. Creath, the complainant in the above case, makes oath that they defendant did not, as he has been informed and believes, file his answer at the first rule day required by the rules of the court. The defendant, some time afterwards, filed his answer, as appears by the endorsement thereon, the 15th day of December, 1842. Complainant has been informed by his counsel, that they were not particular in examining the rule docket to see when the answer was filed, in order to file a replication. His counsel informs him, and indeed he has been told the same thing by Mr. Mason, one of the counsel for the defendant, that some time during the winter an agreement was entered into between the counsel for the complainant and the defendant, that either party might take testimony or interrogatories on two day's notice, and that merely abstracts and certificates of the judgment might be used on the hearing, without producing the whole record. This agreement, although made in the winter, was signed by the counsel of affiant, at least by Mr. Prentiss, and delivered and accepted by the counsel for defendant about one month ago. This agreement, in writing, is now in possession of the counsel on the other side, as affiant believes. Under the state of facts, complainant intended to take testimony, and try the case on the merits at the present term of the court, when he and his counsel were both surprised to find out that the solicitors of the defendant had entered a rule to have the cause dismissed, or probably had it dismissed by the clerk at rules, for want of a replication.

Affiant does not know to what extent the rules of the court, under such circumstances, extend; be this, however, as it may, complainant states that he believes he will be able to substantiate, by proof, every material allegation in his bill. He wishes to have said cause tried on the merits. He would have taken his testimony, and been ready for trial at this term of the court, but his counsel informed him it would be irregular and useless to do so after the above order made by the clerk at rules. He expects to be able to take all his proof and be ready for trial at the next term of the court.

Complainant prays that the order made by the clerk may not be confirmed, and that it may be set aside, and the cause regularly proceeded on. This application is not made for delay, but because complainant honestly believes, according to equity and justice, he is entitled to a decree in his favor. He has no doubt but what he will be able to prove the facts stated in his bill.

A. G. CREATH.

Sworn to and subscribed in open court, May 6th, 1843, before me.

WM. H. BROWN, *Clerk*.

Which motion being fully argued and heard, and now understood by the court, it is ordered that the said motion be sustained, and that the order dismissing the bill at the rules be set aside, and leave be given complainant to file his replication to the defendant's answer.

Whereupon the complainant, by his solicitors, filed his replication herein in the words and figures, to wit:

And the said complainant, for replication to the answer of the defendant filed in this behalf by his solicitor, comes and says, that the matters and things stated in his bill are true, and those stated in the answer of the defendant are not true, and this he is ready to verify; wherefore, &c.

J. S. YERGER & PRENTISS, *Sol's.*

And then the cause was legally continued.

And afterwards, to wit, at the November term, A. D. 1843, of the court aforesaid, the defendant, William D. Sims, by his solicitor, moves the court to dissolve the injunction granted said Creath in this cause on the bill, answer, and exhibits filed; and thereupon come the complainant, and filed his affidavit in the following words and figures, to wit:

A. G. Creath, the complainant in the above case, makes oath and states, that William M. Pinkard, Benjamin J. Hicks, Samuel Mason, Moses M. Pallen, Edward C. Milkie, and Abraham B. Reading, are material witnesses for him, and their testimony is necessary to him on the trial of the above cause, and he believes he cannot go safely to trial without their evidence. Affiant expects and believes, that he can prove by the said William M. Pinkard, that the whole or much the larger portion of all the judgments mentioned and set forth in defendant's answer, (which are older than that on which the execution is enjoined in this case,) as liens upon the property mentioned in the bill, were paid and satisfied, or the liens discharged, before the suspension of the execution on the judgment enjoined in this case complained of took place. He can prove by said Pinkard, that the property levied on at the time of the suspension of the execution on the judgment sought to be enjoined, was worth more than all the liens upon it, including the judgment of defendant. He also expects and believes he can prove by said Reading and Milkie, that at cash valuation the property levied upon was worth more than the liens upon it. He expects to prove by said Mason, Hicks, and Pallen, that the consideration of the note sued upon was for slaves sold, to be brought into Mississippi after 1st day of May, 1833, in fraud and evasion of the constitution and laws of this State. Affiant states that he could not procure the testimony of said Pinkard and Milkie within the three months allowed by the rules of this court for taking testimony, for the reason that said witnesses left Vicksburg about the first of June last, and remained out of the State, and did not return until the three months had expired. After they had returned, he could not have taken his testimony under the rules of the court. Affiant further states, that there is an agreement between his counsel and those of the defendant, by which testimony may be taken upon three days' notice; upon this agreement he was not able to take the proof; however, Mess. Norcom & Mason, two of the counsels of the defendant, residing at Vicksburg, were absent from the State during the whole summer, both having left shortly after the rise of this court last spring.

After the return of said witnesses, Pinkard and Milkie, and Mr. Mason, one of the defendant's attorneys, the yellow fever broke out in Vicksburg,

and prevented any business being done; as soon as that had subsided, affiant's counsel applied to Mr. Mason to take the proof under the agreement, but he desired affiant's counsel to await the return of Mr. Norcom, who, he stated, knew all about the facts of the case, and had had the management of it from the time the suit at law was brought to this time. Affiant's counsel consented to this delay. Mr. Norcom returned about 4 or 5 days after, and some few days before the sitting of this court. Affiant's counsel applied to Mr. Norcom to take the depositions, but Mr. Norcom declined, unless the witnesses would attend at Jackson, during the sitting of the court. Affiant has not been able to procure the attendance of the witnesses at Jackson, to take their testimony. Affiant has not designed*ly* delayed getting the testimony of the witnesses, their absence was not absent by his procurement or counsel. He is confident he can procure the evidence by the next term of this court. Affiant asks the continuance of this cause, and for leave to take testimony; this continuance is not asked for delay, but for justice.

A. G. CREATH.

Sworn to and subscribed before me in open court, on this 20th Nov., 1843.

WM. H. BROWN, *Clk.*

Whereupon, the said motion being fully argued and heard, and now understood by the court, it is ordered that the same be overruled, and the cause remanded to the rules, with leave given to take testimony within three months.

And thereupon, the cause was legally continued.

Depositions taken on the part of the complainant in said cause.

In the circuit court of the United States for the southern district of Mississippi.

A. G. CREATH, vs. W. D. SIMS. } In chancery.

The defendant, or his counsel, will take notice, that on the 25th day of this present month, at the counting room of Pinkard and Huntingdon, in the town of Vicksburg, I shall proceed to take the depositions of William M. Pinkard, John J. Guion, E. H. Greer, Samuel Mason, Benjamin J. Hicks, and others, and continue from day to day until the whole are taken, to be read as evidence on my behalf upon the trial of the above case, when and where you may attend, and cross examine if you think proper so to do.

A. G. CREATH.

April 10th, 1844.

The deputy marshal will please serve a copy of this notice on Montgomery and Boyd, or either of them, as soon as possible; make the endorsement and hand the notice to Mr. McDowell, who will return it to me.

A. G. CREATH.

Marshal's return. "Delivered a copy of the within notice to S. S. Boyd, on the 10th day of April, 1844.

ANDERSON MILLER, *Marshal.*
By his deputy W. S. MILLER.

UNITED STATES OF AMERICA,
Southern district of Mississippi, sct:

I, Henry Green, commissioner of affidavits, &c., in and for the southern district of Mississippi, duly commissioned and *gratified*, do hereby certify, and return to the honorable the circuit court of the United States in and for the southern district aforesaid, that I attended at the counting room of Mess. Huntington and Pinkard, in the city of Vicksburg, in Warren county, in the district aforesaid, this twenty-fifth day of April, in the year of our Lord one thousand eight hundred and forty-four, between the hours of ten, A. M., and four o'clock, P. M., to take the depositions of William M. Pinkard, John J. Guion, E. H. Greer, Samuel Mason, Benjamin J. Hicks, and others, witnesses named in the annexed notice, to be read as evidence in a cause pending in the circuit court aforesaid, wherein Albert G. Greath, is plaintiff, and William D. Sims, is defendant; at which time and place the above named William M. Pinkard appeared before me, and being by me first duly sworn true answers to make, in such interrogatories as shall be propounded to him touching his knowledge of the matters in controversy in the above mentioned cause, between the parties aforesaid.

To the first interrogatory by plaintiff's counsel, to wit: Are you acquainted with the parties to this suit, and do you know the consideration of the note sued on in the suit at law, the judgment and execution of which is enjoined by this bill? If yea, state it fully.

He answered as follows, to wit: This note was given by me with other notes to John C. Ridley, for the purchase of slaves of him in May, 1836, with A. G. Creath and others, as sureties, and judgment rendered 23d May, 1839.

To the second interrogatory by plaintiff's counsel, to wit: Did Creath receive any part of the consideration upon which the note was given; if nay, what was the position he occupied in the transaction? If yea, state it fully.

He answers as follows, to wit: Creath did not receive any part of the consideration, nor was he in any way connected, or to be benefitted, by the transaction, and alone stood as surety for me.

To the 3d interrogatory by plaintiff's counsel, to wit: Did any suspension of sale, under the execution on the judgment enjoined in this case take place? If yea, state when, and where, and how, and at whose request.

He answers as follows, to wit: There was two stays given on the execution by F. Norcom, attorney, for W. D. Sims, adm'r of John C. Ridley's estate, at my request, without the knowledge or consent of Creath, and the sureties in the case; the first stay was given in writing on the execution at the marshal's office, in Vicksburg, on the 4th March, 1840, erased and as appears on the fi. fa., 24th March, 1840; the

second was given between the 15th March and first Monday of May, 1841, the precise day not recollected.

To the 4th interrogatory by plaintiff's counsel, to wit: Had you sufficient property, out of which the money could have been made on the judgment at law in this case at the time of the suspension, or any part of the amount; what did that property consist of, what was its value, and what the liens upon it; what effect had the suspension on the ultimate disposition of the property?

He answered as follows, to wit: I had sufficient property at the time the stay was given to pay five times the amount of judgments then against me, and I could, if the execution had been pressed at any time within two weeks of the time the suspension was granted, have raised the money to pay it, as the counsel granting the stay was perfectly satisfied of at the time, as a knowledge of this fact alone could have induced him to grant me the indulgence; as an evidence of which, I owned in the city of Vicksburg, and was paying taxes on, the following property and lots, viz: lots No. 93 and 94, 195, 196, 200, 86, 207, 199, 220, 206, 198, 236, and 1, 2, 3, 4, 5, 6, sqr. 44; 1, 2, 3, 4, 5, 6, 7, and 8, sqr. 45; 1, 2, 3, 4, 5, 6, 7, and 8, sqr. 36; 1, 2, 3, 4, 5, 6, 7, sqr. 6; 1, 2, 3, 4, 5, 6, sqr. 43; 1, 2, 3, 4, 5, 6, 7, sqr. 38; 6, 7, sqr. 27; 2, 3, sqr. 23; value $100,000; house, servants, furniture, &c., $10,000; in Washington county, on Cold Water lake, $3,000 acres of land, with 30 negroes, valued at $50,000; the only judgment in the United States court older than this which is enjoined, was Wm. Whitehead vs. Samuel Mason, rend'd May 21, 1838, for $5,689 $\frac{84}{100}$, on which there is a credit of $5,689 $\frac{84}{100}$, paid 18th November, 1839, leaving a balance due of $100 or 200, which will be shown by exhibit C of defendant's answer; all of the balance of the judgments in said court were rendered at same time as the Sims judgment, and were bonded, the bonds all being forfeited on the 4th Nov., 1839, the principals in the bonds, in every instance, giving property to be levied on; and when I was principal, I gave separate levys on different property to the satisfaction of the United States marshal, and the Sims case the most available, and the best property in the city of Vicksburg. In the Warren circuit court there were liens older than this case, to the amount of $11,000, and the balance of the cases in that am't were of same date as this, and had no preference over it, as they were also levied on separate pieces of property to the entire satisfaction of the sheriff. The mortgages contained in exhibit B of defendant's answer, in favor of the Mississippi Insurance Company, am't to $27 or 28,000, secured by property worth five hundred thousand dollars, as will be shown by the president of said company's deposition; on this stock there had been a call of 12 per cent. on the stockholders, which amounted to $3,375 on the property I had mortgaged, and on the lots levied on by the Sims execution, only $360; it being understood that a call of this sum would pay all the debts of the institution, as it had been dissolved and placed in liquidation.

The effect of the stay was to cloud the title to the property levied on in this case, and cause doubts in the minds of the best attorneys, whe-

ther the executions which had taken their regular course had not a preference lien in every instance where they had not been paid, and it was also contended that junior judgments had a preference lien, which would not have been the case if the suspension had never taken place; these doubts in the minds of purchasers operated seriously against the sale of the property, when it was finally offered.

To 5 interrogatory by complainant's counsel, to wit:

Do you know any thing of the liabilities referred to in exhibits B, C, and D, to defendant's answer? If yea, state all you may know about them, and their arrangements, and when made.

He answers as follows, to wit: I know that the liabilities referred to in exhibit B, of defendant's answer, only amounted to $3,375, being a call of 12 per cent. on $27,000 worth of property mortgaged to Mississippi Insurance Company, worth at least $500,000, it being generally known that a call of this amount would pay all the liabilities of said institution, the same having been placed in liquidation.

The 1st judgment referred to in exhibit C, of defendant's answer was rendered 19th May, 1837, against A. G. Gillespie and myself, for $925 59, the execution was stayed as to me, the 5th April, 1838, and the money made out of Gillespie, in Madison county, and not entered satisfied here, owing to the negligence of the sheriffs or clerks; the execution had lost all lien on my property owing to the stay.

The 2d judgment was against Pinkard & Payne, and Pinkard and Arnold, (the latter firm of which I was a partner,) rendered 3d May, 1837, for $6,928 47, and was paid by Pinkard & Payne placing collaterals in the hands of the same attorneys, to be sued on at the same time as this suit was brought, for one to pay the other, as will be shown they did, by reference to exhibit W, as made out and certified to by the clerk of the Warren circuit court, on which it appears to have been paid, though it does not appear so on defendant's exhibit O.

The 3d judgment is Planter's Bank against myself and others, for $4,350, rendered the 9th May, 1837, and $5,000, paid 13th February, 1840, which left but a small balance due.

The 4th judgment was against the same parties as the second, rendered 10th May, '37, for $10,777, and stayed by plaintiff's attorney 12th Oct., '37, and settled by principals in same way as the 2d judgment; as an evidence of which, all costs were paid, and the execution never issued.

The 5th judgment was John Lane against me, rendered 25th January, 1838, for $3,236, and in consequence of the plaintiff's requiring specie, the sheriff refused to make the money, and allowed himself motioned against and judgment rendered, which judgment I paid to the coroner and instead of the money going to the satisfaction of the judgment against me, it went to the credit of the judgment against the sheriff; all of which facts were easily ascertained by application to the sheriff or clerks.

The 6th judgment is, John M. Morton against Pinkard and Payne, the 28th January, 1838, for $2,969, and was stayed by supersedeas, in May,

1838, on which bond I became their surety; the stay was dissolved until 1840. After the stay on the Sims' execution was granted, this judgment did not effect the title to my property until 1840. Up to that time, P. & P. property was considered ample to pay the judgments against them.

The 7th judgment is H. S. Dawson against myself, rendered 9th May, 1838, for $8,977, and paid on it the 9th May, 1839, at which time there was an arrangement made for the parties to pay the balance on an execution of W. H. Taylor against said Dawson, which was done, the execution against me being stayed the 9th May, 1839. In addition, the above judgment was secured by deed of trust on 1,000 acres of land, for which I gave $40,000, all the payments being made except this one, and of course it could not affect any of my property, except that upon which the trust was given.

The 8th judgment is Thomas H. Yeatman, against Pinkard & Payne, for $763, rendered 11th May, 1838, on which I became surety on the bond, the principals having thousands of property, at any time to liquidate the debt.

The 9th judgment is the Planters' Bank against D. Snodgrass, S. Mason, and myself, for $6,526, rendered 11th May, 1838, and is credited by $1,331 66, on the 16th July, 1839, and also by $4,839 61, making $6,171 27 paid, and leaving a balance of $354 73, as will be shown by reference to exhibit C, of defendant's answer.

The 10th judgment is R. C. Whetmore & Co. against me, for $701, rendered 11th May, 1839. S. P. Webster was sued on, as my surety, in the United States court, on this same debt, and judgment obtained against him, and fi. fa. to May term, 1839; on which execution I paid the debt and costs to the marshal, on the 7th day of May, 1839, and was to have given in satisfaction of the debt, in the Warren circuit court, but the attorney omitted to enter the credit; was rendered at same term of the court, as the Sims' judgment, and of course took no precedence over it.

The 11th judgment is G. W. Tyson & Co., use of the Commercial and Railroad Bank, against S. P. Webster and others, for $948 88, rendered 10th May, 1838. At the time it was rendered, and up to the summer of 1840, the principals were considered perfectly good, and, since that time, the debt could have, at any time, *have* been discharged for $250, that being all the money was worth.

The 12th judgment is W. S. Mayfield against S. Mason and myself, for $, rendered 14th Jan'y, 1840, and could not act as a lien on the property levied on by the Sims execution, if the stay had not been given. The stay being given, when the property was offered, this execution, with many others rendered about the same time, was contended to have a preference lien over the Sims execution, and threw a cloud over the title, which caused it to sell for a mere nominal sum, which would not have been the case if no suspension had taken place.

The 13th judgment is William D. Sims against me and others, for $11,861 40, being one of the notes given for the same purchase of ne-

groes as the judgment enjoined, and rendered 24th May, 1838, paid at May term, '39, $9,809 88, and all costs, and stayed as to balance and afterwards endorsed, by attorney, "satisfied, Dec'r 1st, 1839," as is shown by my exhibit W, and was well known to F. Norcom, atty., who received the money; still he makes it appear, in his exhibit C, as acting as a lien on my property.

The 14th judgment is Charles Root against me for $1,190, rendered 18th May, 1838, and was suspended by the owners, the C. & R. R. B'k, owing to their negotiating with me for a larger amount of property, and was afterwards returned to Pinkard and Payne, who were indebted to me double the amount.

The 15th judgment is P. B. Jones against O. Claiborne, Sam'l Mason, and myself, for $100, rend. May, 1838, the whole amount of which was paid to the plaintiff in the case in May, 1839, and kept open by the sheriff to cover 2 or $300 due him on sett't at Nov. term, 1840.

The 16th judgment is A. G. Creath against O. Claiborne, F. Pinkard, and H. G. Runnels, instead of against me, and was settled by defendants in Hinds county, in May, 1840, as will appear by reference to exhibit W, of my answer.

The 17th judgment is Wilcox, Anderson & Co. against J. W. Walker, for $6,523, rendered 9th May, 1838, stayed, by order of plaintiff, May term, 1839; and on the 13 May, 1839, $3,150 paid, and no execution has been issued since.

The 18th judgment is D. W. Gantly against W. R. Pucket and others, for $5,230, rendered 17th Nov'r, 1838; and, to prevent a levy on my property, I enjoined the execution, and compelled the plaintiff to levy on 3,000 acres of Pucket's land in Washington county, which was considered good for the debt; and no attempt has since been made to make the money out of me.

The 19th judgment is F. Ferguson against T. L. Arnold and others, for $1,664, rendered 16th May, 1838, and was paid in full the 1st May, 1839, but the credit does not appear on the execution until the second May, 1840, at which time it is entered as satisfied. This error occurred, in many instances, owing to the old sheriff going out of office and not making returns to the clerk for 12 months after.

The 20th judgment is Water Works Bank against S. Mason and others, for $2,863 80, rendered 8th May, 1839, and was perfectly good against the principal in the case, and could have been collected out of him at any time, and could not act as a lien upon my property until they had failed to make it out of the principal, and the proper affidavits filed to that effect.

The 21st judgment is Th's B. Whitledge against M. M. Pallen and others, for $4,373 33, rendered 22d May, 1839, and steps taken to collect it out of Pallen; and if the sale under the Sims execution had gone on, it could not have effected the title to the property levied on, as it was of same date, and against another party first, and must exhaust all his property before it could effect mine.

The 22d judgment against me, in favor of John J. Guion, was render-

ed 8th May, 1839, for $658 50, and was bonded and levied on property to satisfy the sheriff, and valuation taken, which put off the sale of the property levied on 12 months, and in the mean time it had declined so much in price that it did not pay the execution, and acted for balance as a lien on the property levied on in the Sims case.

The 23d judgment is in favor P. Garnett against me, for $1,301 73, rendered 23d May, 1839, and was levied on property, and valuation taken, and being of same date as this execution, could not effect the title until valuation expired.

The 24th judgment is W. B. Cook against J. W. Walker & others, for $301 94, on which there has been $362 41 made at different times.

The following judgments, contained in exhibit C of defendant's answer, were rendered in 1840, and could not have effected the title to the property levied on by the Sims execution if the stay had not been given; but did act ruinously when the sale took place, as they were considered to have a preference lien, viz:

John A. Lane vs. W. M. Pinkard and others, judg't 21 Jan'y, '40, 3,888.

W. D. Sims vs. Mason, Oats, and others, judg't 8th Jan'y, '40, $10,526.

T. Milstead vs. M. M. Pallen, judg't 10 Jan'y, '40, 747.

S. S. Booth vs. W. M. Pinkard, judg't 21 Jan'y, '40, 565.

R. Road Bank vs. Steele and others, judg't 20 Jan'y, '40, 6,870.

E. & D. Grady vs. John J. Guion, judg't 1,237.

The balance of the judgments in exhibit C of defendant's answer, are recorded judgments, and have already been explained, or will be explained, in my answer to exhibit D of defendant's answer.

The first judgment in exhibit D of defendant's answer is from the United States court, Wm. Whitehead against Samuel Mason and others, for $5,693 04, rendered on the 21 May, 1838, and $5,689 94, paid on the 19th November, 1839, leaving $3, and some interest due, which Mr. Mason has long since paid.

The balance of judgments in exhibit D of defendant's answer, were all rendered at the May term, 1839, of the U. S. court, and regularly bonded, and bonds forfeited the 4th day of November, 1839. The same day the bond in the case of Wm. D. Sims, which is now enjoined, was forfeited, and of course, though there were a few days' difference in the rendition of the judgments, they all took their date and lien the 4th Nov'r, 1839, and were regularly levied on different property in the spring of 1840. The Sims execution was stayed on the 4th March, 1840, erased and rendered on the 24th March, 1840, and the balance of the executions took their regular course, and most of them have been paid, or secured to be paid; but, previous to its having been done, they were considered to have a preference lien over the Sims execution, owing to the stay being given; and when the property levied on in that case was finally sold, there had so many contending executions sprung up through the stay being given, that it sold for a mere nominal sum, the bidders considering the sale would convey no title.

To the 6th interrogatory of plaintiff's counsel, to wit—Have you been discharged under the Bankrupt act; if yea, where is your certificate of discharge?—He answers as follows, to wit: I have been discharged under the Bankrupt act, and my decree of bankruptcy is herewith filed as exhibit X.

To the 7th interrogatory of complainant's counsel—Do you know anything else in reference to the case that may be of advantage to the complainant? if yea, state it—He answers as follows, to wit: I know nothing else which will be of advantage to complainant.

W. M. PINKARD.

To the 1st interrogatory, was or was not the stay of execution in the case, which was enjoined by said Creath, granted at your request, or at whose request; and what was the consideration of granting said stay?

The stay of execution was granted at my request; and the only consideration that I knew for granting it was, that the*y* attorney F. Norcom, who granted it, believed I would be able to pay it in a short time, as he knew it was the first levy that had ever been made on my property, and that he considered it ample to pay every dollar against me under any circumstances, as it is well known Mr. Norcom was not in the habit of letting his good feelings get the advantage of his better judgment.

To the 2nd cross interrogatory, was or was not said Creath aware of the grant of said stay of execution, at or before, or after the same was granted; and did he, or not, approve of the same, and express himself gratified that such stay had been obtained? when did you for the first time hear him complain of the granting said stay?

Maj'r Creath was not aware of the stay at or before it was granted; nor do I know when he was aware of it, as we never had any conversation on the subject until his property was threatened to be levied on, at which time he complained of the stay.

To the 3d cross interrogatory, was or was not said stay granted in consequence of an opinion entertained by yourself, and by the attorney for the plaintiff, that the property levied on would be sacrificed if sold at that time, and what was the reasons of that opinion?

The opinions entertained by myself, and the attorney for the plaintiff, was, that I could sell the property at private sale, if a little time was given me, for a much better price than it would bring under the hammer; neither of us doubting but the property levied on would, under any circumstances, bring the amount of the execution.

4th cross interrogatory. Was or was not said property sold under said execution under as favorable circumstances as existed at the time the execution was stayed; *of* if any difference existed, state what it was, and what was the cause of such difference.

The property was not sold under as favourable circumstances as if it had been sold previous to the stays. At the time the stay was granted, the amount of liens older than this judgment were comparatively small, not exceeding $20,000, as will appear by reference to a list made out by

the sheriff; there were a large am't of judgments against me of same date as this, both as principal and surety; in the cases where I was surety, the principals furnished property to levy on; and where I was principal, I gave to the marshal and sheriff separate pieces of property to levy on in each case, selecting, in this particular case, the most valuable and available property I had, and by far the most valuable in the city of Vicksburg, known as the Pinkard Hotel lot, and would most certainly, if sold at the time the first stay was given, have brought, under the hammer, twice the amount of the execution. The property under the other executions not bringing the amount, left a large balance due, and were now considered, owing to the stay, to have a preference lien; that when the property was sold no one would bid, believing the title obtained under it at least to be doubtful.

5th cross interrogatory. Did any person within your knowledge, or as far as you have heard or believe, desire or intend to purchase said property, or any part thereof, if the sale had been made at the time said stay was granted; and what sum did such a person intend to bid for any of said property, if sold?

If said stay had not been granted, I would and could have paid the money rather than the property should have been sold; but the stay operated so seriously against me that, when the property was sold, it was impossible for me to protect it. At the time the stay was given, I was in treaty with Maj'r Milkie for the sale of one half of it at $16,000, and with Gen'l Wm. Vick, assignee of the branch of the Planter's Bank at this place, for lots No. 93 and 94, at 32 thousand dollars—one half in their money, the balance in good funds; and had, so far as he was concerned, consummated the trade, and only required the sanction of the mother bank at Natchez to close it, which they declined doing, owing to the payment of the amount of the good funds required—the fact of which Mr. Norcom and Judge Boyd, defendant's counsel, are well aware of. At the time the sale was made, Maj'r Milkie was anxious to purchase the property, and was deterred from doing so, owing to the advice of his attorney, Mr. Yerger, who gave as his opinion that he could not get a good title, owing to the stay given on the said execution.

6th cross interrogatory. If any of the judgments mentioned as liens on said property in defendant's answer had been previously satisfied, did plaintiff, in said judgments in complainant's bill mentioned, or his attorney, know, or had they the means of ascertaining, without your consent, that such judgment liens, or any of them, had been satisfied?

The plaintiff in said judgment, and his atto., had precisely the same means of ascertaining the situation of the judgments and liens against my property that I had, as all the information I obtained, [or] was in possession of, came from the sheriff and clerk, and was equally accessible to them as to me.

7th cross interrogatory. When said property was finally sold, was any notice given as to the amount of older judgments to which the same was subject, or was any notice given that any of the judgments which appeared unsatisfied of record had or had not in fact been satisfied; and by whom was such notice given?

I do not know whether any notice of any sort was given when the sale took place.

8th cross interrogatory. By whom was said property when sold under said execution, and have you or not some interest in the purchase? was not an arrangement made between yourself and the purchaser, at or before the sale, by which you were to become again the owner of said land, or same, and on what terms?

The property was purchased by S. S. Prentiss, under this execution, and since under a half dozen others, with the view to save himself for his various endorsements for me; I had no interest in the purchase whatever, nor was there any arrangement made by which I was ever to become the owner of it again; as an evidence of which Mr. Prentiss sold one half the lot No. 93 for some ten thousand dollars, to take up a note of mine on which he is an endorser; the other half he sold the Union Bank for $50 or 60,000 of his liabilities in that institution.

9th cross interrogatory. Is, or is not, said Creath in some manner indemnified against ultimate loss, by reason of his suretyship on said promissory note.

Creath has no indemnity against loss on said promissory note; but is indemnified against loss as surety for Karmer and myself, on a debt of $55,000, Branner's estate.

10th cross interrogatory. Was or was not said contract for the purchase of slaves completed in Mississippi, or elsewhere; and where were the slaves at the time the contract was made; and when and where were they delivered to the purchasers in completion of said contract; and do you or not know whether the vendor of said slaves intended to bring them to this State or not, before the contract for the purchase thereof was made?

The purchase of said slaves was made in Vicksburg, Mississippi, and completed there, the slaves, at the time, being in Tennessee and Arkansas, working on the military road, from whence they were brought to Vicksburg, Mississippi, and delivered to the purchasers, Dr. Pallen and myself, and the bill of sale given to us, and this note and others handed over to the agent of John C. Ridley. My distinct recollection is that Ridley informed me he intended, when he left North Carolina, to bring the slaves to Mississippi for sale, and the only reason he did not have them with him was, that he was offered a good hire for them for a short time, and had come in advance, for the purpose of seeing the prospect of making sale.

11th cross interrogatory. Did or did not the vendor of said slaves give a bill of sale, or several bills of sale to the purchasers of said slaves? If yea, when were the same executed and delivered, and to whom were they delivered?

The vendor gave one bill of sale for said slaves in April or May, 1836, and the same was executed in Vicksburg, Mississippi, and handed to Pallen and myself.

12th cross interrogatory. Do you know any thing further material for the defendant in this controversy? State the same fully under this general interrogatory.

I know nothing further that would be of advantage to defendant.

W. M. PINKARD.

Whereupon the further taking of depositions in the cause aforesaid was adjourned until the 26th inst.

HENRY GREEN, *Com'r.*

And at this day, to wit, the twenty-sixth day of April, in the year of our Lord one thousand eight hundred and forty-four, (being the day to which the further taking of depositions in the cause aforesaid was adjourned,) personally appeared before me, at the place aforesaid, Benjamin J. Hicks, who being by me first duly sworn, in like manner, to the first interrogatory on the part of the plaintiff, to wit:

Do you know the parties in the suit of Creath against W. D. Sims? answered as follows:

I am well acquainted with the parties.

To the second interrogatory on the part of the plaintiff, to wit:

Do you or not know the consideration of the note on which the judgment was rendered, that said Creath has enjoined? If so, state fully all you know in relation to said matter, he answered, as follows, to wit:

The note above referred to, with others, was given in consideration of a large lot of negroes, sold by John C. Ridley to William M. Pinkard and Moses M. Pallen, in the early part of the year 1836.

To the third interrogatory on the part of the plaintiff, to wit:

Where was the contract made, in consideration of which said note was given; if in Mississippi, in what part of said State, and between whom? he answered as follows, to wit:

The contract was made in Dr. M. M. Pallen's office, in the city of Vicksburg, in the State of Mississippi, between John C. Ridley and Moses M. Pallen and William M. Pinkard.

To the fourth interrogatory on the part of the plaintiff, to wit:

If you know any thing further that would benefit plaintiff, please state the same, he answered as follows, to wit:

Six notes, of ten thousand dollars each, dated in the early part of the year 1836, part of them drawn by M. M. Pallen, and part of them by William M. Pinkard, endorsed by D. Hardeman, A. G. Creath, and Samuel Mason, (the exact order in which the endorsements were made I do not recollect,) were left in my possession by M. M. Pallen and W. M. Pinkard, to be deposited in the Planters' Bank, of the State of Mississippi, for safe keeping until the consummation of the trade, and a bill of sale from John C. Ridley, for a large lot of negroes, above referred to, amounting in all to about sixty, as well as I can recollect, was also left in my possession, to be delivered to the said Pallen and Pinkard, when the trade should be consummated. At a subsequent period, I think in June following, Mr. Samuel Mason, who had become a partner with Pallen and Pinkard in this trade, came to my office, in the city of Vicksburg, and informed me that all the negroes had been delivered, according to contract, and according to John C. Ridley's instructions, I gave up the bill of sale to Mr. Mason, as one of the partners, and took the

notes out of the Planters' Bank, and delivered them to Frederick Norcom, esq., for collection.

BENJAMIN J. HICKS.

To the first cross interrogatory on the part of the defendant, to wit:

Do you or not know where said slaves were, at and before the said sale, and what business, if any, were they employed at? he answered, as follows, to wit:

I do not know were said negroes were, at and before said sale. I heard Col. Ridley say they were in the State of Tennessee; what business they were employed at, I know not.

To the second cross interrogatory on the part of the defendant, as follows:

Do you or not know for what purpose said Ridley removed said slaves from North Carolina, or what reasons influenced him to offer them for sale? If yea, state fully; he answered as follows, to wit:

I do not know for what purpose said Ridley removed said slaves from North Carolina, unless for sale; the reason that influenced him to offer them for sale was, that negroes were, at that time, bringing, in Vicksburg, a very high price, and he had previously written to me to aid him in making a sale.

To the third cross interrogatory on the part of the defendant, to wit: Did or did not said Ridley, at any time, offer said slaves, or any of them, for sale in Mississippi, in lots to suit purchasers; or did he or not decline or refuse to bring them into Mississippi until they were sold; and did he or not, at the time of making said sale, declare, that he did or did not intend to bring said slaves into this State?

He answered as follows, to wit: Col. Ridley offered said slaves for sale, in a round lot, in the city of Vicksburg. I do not know of his having offered them in small lots—he stated that he wished to make the sale here, and would deliver them to the purchaser in Tennessee. I did not hear him say any thing about his bringing them or not into this State, his object being to sell them, and for the purchaser to go on with him and receive them in Tennessee, as he did not wish to return here, but to go on to North Carolina.

To the 4th cross interrogatory on the part of the defendant, to wit: Where were said slaves delivered to the purchasers thereof?

He answered: I do not know.

BENJAMIN J. HICKS.

And on the said last mentioned day, to wit, the 26th day of April, in the year aforesaid, personally appeared before me, at the place aforesaid, John J. Guion, who, being by me first duly sworn in like manner—

To the first interrogatory on the part of plaintiff, to wit: Are you acquainted with the parties in this suit?

He answered: I know Albert G. Creath, plaintiff.

To the second interrogatory on the part of the plaintiff, to wit: What do you know in reference to a stay, given by the attorney of Sims, on the execution in the case of Sims against Pinkard and Creath? If such

stay was given within your knowledge, declare when, where, and how the same was done, and the circumstances connected therewith.

He answered as follows, to wit: I think it was in the spring of 1840, I happened in the office of the marshal of the United States, in Vicksburg, when I heard E. H. Greer, the deputy marshal, inquire of F. Norcom, attorney for plaintiff in the execution, what disposition he should make of the execution against Pinkard and Creath; Norcom told him to stay it till further orders. Greer objected to doing so, unless he had a written order to that effect. Norcom hesitated, saying he was fearful it might release the sureties, but did, in my presence, give a written order upon the execution, to stay it till further orders; which, as well as I recollect, he signed as attorney for the plaintiff in the execution.

To the third interrogatory on the part of the plaintiff, to wit: Do you know of any thing else material to the interest of complainant, as connected with this case? If so, declare it fully.

He answered as follows: I do not.

JOHN J. GUION.

To the first cross interrogatory on the part of defendant, to wit: Do you or not know that said Creath, at the time of said stay, or shortly thereafter, knew of it; and did he or not express any dissatisfaction or gratification?

He answered as follows, to wit: Said Creath, at the time of said stay, did not know of it. I believe his first information of it was delivered from myself, a few days, or some short time, I do not recollect when, after the stay was given. I informed him of the fact, and expressed to him the opinion, that, possibly, it might release him from liability on the judgment. He expressed gratification at the opinion I expressed, believing that possibly he might be released from liability.

To the second cross interrogatory on the part of the defendant, to wit: Were or were not said Creath and Pinkard on very intimate terms at the time; and do you or not know, that said Creath would or would not have objected to any arrangement made by Pinkard for indulgence on said execution?

He answered as follows, to wit: Creath and Pinkard were on very intimate terms at the time, and if Pinkard had applied to Creath at the time, for his consent to any arrangement of said execution, I think it very probable he would have granted it.

To the third [cross] interrogatory on the part of defendant, to wit: Do you or not know whether said property, during the year 1840, subject to the liens then existing upon it, could have been sold, under execution, for any and what sum of money?

He answered as follows, to wit: I do not know what amount of property was subject to said executions, or what amount of liens there was upon it; and, consequently, cannot say what it would have sold for. I know the fact, that Pinkard had at that time a large amount of property in possession.

To the fourth interrogatory, (cross,) to wit: What could said property have been sold for under executions, if no liens had existed at that time?

He answered as follows, to wit: I cannot say.

To the fifth cross interrogatory, to wit: Had said Pinkard, at that time, any other, and what, unincumbered property, and what was the value thereof?

He answered as follows, to wit: I do not know what property he had specifically, and whether it was unincumbered or not, nor the value of it.

JOHN J. GUION.

Whereupon the further taking of depositions in cause aforesaid was adjourned until Saturday, the 27th instant.

HENRY GREEN, *Comm'r.*

And at this day, to wit, the twenty-seventh day of April, in the year aforesaid, being the day to which the further taking of depositions in the cause aforesaid was adjourned, personally appeared before me, at the place aforesaid, Elihu H. Greer, above named, and being by me first duly sworn in like manner—

To the first interrogatory on the part of the plaintiff, to wit: Were you the deputy of Marshal Gwinn, and, as such, did you have in your possession one or more executions in the case of Sims against Pinkard and Creath?

He answered as follows, to wit: I was the deputy of Marshal Gwinn, and had an execution in the case of Sims against Pinkard and Creath.

To the second interrogatory on the part of plaintiff, to wit: What prevented you from making the money on the execution?

He answered as follows, to wit: The execution was stayed by the plaintiff's attorney, the entry on which was in these words: "The marshal will not act on this case until further orders. Feb'y.

Signed, NORCOM, *Att'y.*"

Which having been entered on the execution, the following return was made by me:

"Suspended as per above order of att'y. 4th March, 1840.

WM. M. GWINN, *Marshal*

By E. H. GREER, *D. M.*"

The above entry of stay was erased by the plaintiff's attorney afterwards, and the following substituted and entered:

"Wm. D. Sims vs. W. M. Pinkard and others, judgment of fi. fa. in United States circuit court, fi. fa. returnable to May term, 1840. The marshal is authorized to levy on property enough of the defendant to pay the plaintiff's execution, and return the levy to court, without selling, or advertising for sale, unless other judgments, younger than this, are pressed, and to an amount to endanger this debt; if so, the property will have to be sold. March 24th, 1840.

NORCOM, *Plff's atty.*"

To the third interrogatory on the part of plaintiff, to wit: Declare all the facts and circumstances connected with the stay or suspension of the execution or executions; by whose order it was stayed, and whether the collection of the money was defeated in consequence of such stay?

He answered as follows, to wit: I have answered the first part of this question in my answer to the second interrogatory, to which I refer. I supposed the collection of the money was defeated in consequence of the stay.

To the fourth interrogatory on the part of plaintiff, to wit: At the time that the execution aforesaid came into your hands, had Pinkard a sufficiency of property out of which the money could be made? If so, declare what property he had, and what became of the property afterwards; state what you know about Pinkard's having a lot of negroes here, say some 20 or 30, liable to the execution?

He answered as follows, to wit: Pinkard had, at that time, a great deal of property in possession, what became of it, I do not know. I understood that Pinkard had some twenty or thirty negroes liable to the execution; and I further understood, that he sold them to Judge Boyd, of Natchez. They were, I think, subject to the execution, and out of which the money due upon the execution, or the greater portion of it, could have been made.

To the fifth interrogatory on the part of plaintiff, to wit: If you know any thing else material in this case, declare it fully?

He answered as follows: I know nothing further.

E. H. GREER.

To the first cross interrogatory on the part of the defendant, to wit: Do you or not know whether William M. Pinkard, or any other defendants in the case of Sims vs. Pinkard and others, gave any consideration for the stay of execution in said case; if yea, what was the consideration, and by whom was it paid?

He answered as follows, to wit: I do not know whether any of the said defendants gave any consideration for the stay of execution in said case or not.

To the second cross interrogatory, to wit: Did or did not said Creath, about the time said stay was granted, or soon thereafter, know all about it; and did he express any satisfaction or gratification with said arrangement?—he answered as follows, to wit:

I do not recollect that saidCreath knew any thing about the stay at the time, or soon thereafter. I never heard him express either dissatisfaction or gratification with the stay.

To the third cross interrogatory, to wit: Did you, or not, know, when you levied said execution, that the property levied on was subject to liens of older judgments and mortgages, and to what amount?—he answered as follows, to wit:

I did not know when I levied said execution, that the property levied on was subject to any other liens of any kind.

To 4th cross interrogatory, to wit: Do you, or not, know whether said property, any time between the levy and sale thereof, could have been sold under said execution for a greater sum than it did? If yea, to whom could [it] have been sold?

I do not know whether said property, any time between the levy and

sale thereof, could have been sold under said execution for a greater sum than it did.

To the fifth cross interrogatory, to wit: Had, or had not, said Pinkard, at the time, any, and what, unincumbered property, other than that levied on, and what was its real value at the time?—he answered as follows, to wit:

I refer to my answer to the fourth interrogatory on the part of the plaintiff for the only answer that I can make to this interrogatory.

To the sixth cross interrogatory, to wit: What was the full fair value, according to actual sales of similiar property, of each separate lot levied on to satisfy said execution?—he answered as follows, to wit:

I do not know.

To the seventh cross interrogatory, to wit: Do you, or not, know that town lots in Vicksburg could, or could not, be sold under execution, during the year 1840, for their value according to common estimates of value?—he answered as follows, to wit:

They could not.

E. H. GREER.

Whereupon, the further taking of depositions in *in* the said cause was adjourned until Monday, the 29th instant.

HENRY GREEN, *Com'r.*

And at this day, to wit, the twenty-ninth day of April, in the year of our Lord one thousand eight hundred and forty-four, being the day until which the further taking of depositions in said cause was adjourned, personally appeared before me, at place aforesaid, the above named Samuel Mason, who being by me first duly sworn, in like manner did depose and say as follows, to wit:

To the first interrogatory on the part of the plaintiff, to wit: Are you acquainted with the parties of this suit?—he answered as follows, to wit:

I am.

To the second interrogatory on the part of plaintiff, to wit: Do you know the consideration of the note upon which the judgment at law enjoined in this case was recovered?—if yea, state it—he answered as follows, to wit:

The note was given in part payment of a lot of sixty-nine negroes, purchased from John C. Ridley by Wm. M. Pinkard and M. M. Pallen.

To the third interrogatory on the part of the plaintiff, to wit: When was the sale made and completed of the negroes? By whom made, and where? State all the circumstances connected with it—he answered as follows, to wit:

The sale of the above mentioned negroes was made some time, I think, in February or March, in the year 1836, by John C. Ridley, to William M. Pinkard and Moses M. Pallen, in Vicksburg. Pinkard and Pallen informed me that they made a trade with Col. Ridley for a lot of negroes. I then called on Col. Ridley, and saw him; who informed me that he had sold to Pinkard and Pallen as likely a lot of negroes as I had ever seen, and advised me [to] take a part in the trade. I then

called upon Pinkard and Pallen upon the subject, and concluded to become one-third interested in the purchase, and was the last endorser on the note.

To the fourth interrogatory on the part of the plaintiff, to wit: At the time the sale or contract for the negroes was made, did the purchasers intend to introduce them into the State of Mississippi, and did the vendor know that they would be introduced into the State of Mississippi at the time the contract of sale was making?—he answered as follows, to wit:

The purchasers did intend to introduce the negroes into the State of Mississippi; and the vendor did know that they were to be introduced into the State of Mississippi at the time the contract of sale was making, as he afterwards informed me.

SAMUEL MASON.

To the first cross interrogatory on the part of the defendant, to wit: Are you, or not, the same person who is one of the defendants to the judgment enjoined in this case?—he answered as follows, to wit:

I am.

To the second cross interrogatory, to wit: Were you, or not, one of the purchasers of the slaves which constitute the consideration of the note on which said judgment was obtained; if yea, who were the other purchasers; by whom was the contract made; and when was it made; where were the slaves when the contract was made; to whom and where were said slaves delivered in completion of said contract?—he answered as follows, to wit:

I was one of the purchasers, and Wm. M. Pinkard and Moses M. Pallen were the other purchasers. The contract was made by William M. Pinkard and Moses M. Pallen, with Col. John C. Ridley, some time, I think, in February or March, 1836. I was informed by Col. Ridley that they were in Memphis. A bill of sale for the above mentioned negroes, and the notes given in payment for them, were deposited with Dr. Benjamin J. Hicks, of Vicksburg, to be delivered to the parties respectively entitled to them, upon the arrival of the negroes in Vicksburg. I was selected by the parties to go to Memphis and bring on the negroes; and accordingly went there, and returned about the first of May with about one half of the negroes; and about the first of June following, the other half of the negroes was brought to Vicksburg by one Eli Sherwood. I then called upon Dr. Hicks, and informed him that the negroes were all in Vicksburg, and received from him the bill of sale for them.

To the third cross interrogatory, to wit: Do you, or not, know that the vendor of said slaves had, or had not, an intention to bring said slaves to this State for sale, or as merchandise, before said contract of purchase was made?—he answered as follows, to wit:

I did not see Col. John C. Ridley, and had no conversation with him, until after the contract for the negroes was made between him and Pinkard and Pallen.

To the fourth interrogatory, (cross,) to wit: Have you or not, or had

you at any time, a bill of sale of said slaves? If yea, annex a true copy thereof to your answer; or, if you have not access to it at this time, state the contents thereof fully. And state what has become of the original. Where was the same executed; and who were present when the same was delivered?—he answered as follows, to wit:

At one time I had a bill of sale of said slaves. I delivered the same to Harrison and Holt, or to William M. Pinkard, and have not access to it at this time, and cannot annex a copy. The bill of sale was in the usual form of a bill of sale for negroes; stating the consideration to be sixty-nine thousand dollars, or thereabouts, and conveying sixty-nine negroes, with covenants, warranting them to be sound in mind and body, and that the title was indisputable. The names of the negroes were also given in the bill of sale. It was executed in Vicksburg, in Warren county, Mississippi. It was delivered by Dr. Hicks to me. I do not remember that any other person was present.

To the fifth cross interrogatory, to wit: Do you know any other matter or thing relative to this controversy which would be of advantage to the defendant? If yea, state the same fully and particularly, under this general interrogatory.

He answered as follows, to wit: I do not at this time recollect of any thing further that would be of advantage to the defendant; several years have elapsed since the circumstances occurred.

SAMUEL MASON.

And on the day and at the place last mentioned, personally appeared before me, William Vick, who being by me first duly sworn in like manner, did depose and say, as follows:

To the first interrogatory on the part of plaintiff, to wit: Are you acquainted with the parties to this suit?

He answered, I know A. G. Creath, one of the parties.

To the second interrogatory, to wit: Were you, and are you, President of the Mississippi Insurance Company, and how long have you been in that office?

He answered, I am and have been President of the Mississippi Insurance Company ever since some time in the year 1840, the precise time I do not recollect.

To the third interrogatory, to wit: Was William M. Pinkard indebted to that company in February and March, 1840? If so, upon what account? Had he secured his indebtedness by mortgage? If so, state upon what property. What was the amount of Pinkard's indebtedness, under the mortgage, to the company in February and March, 1840? What was the debt upon each lot embraced in the mortgage; and what sum was sufficient to discharge the mortgage?

He answered, William M. Pinkard was indebted to the Mississippi Insurance Company in February and March, 1840, upon stock account. He had secured his indebtedness by mortgage upon fifty acres of ground known as Pinkardia, near Vicksburg, and upon sundry lots in Vicksburg. He was indebted in February and March, 1840, to the Mississippi Insurance Company, under the mortgages executed by him to them in

the sum of twenty-seven thousand one hundred dollars. The debt upon Pinkardia was eight thousand four hundred dollars; upon lots No. 91, 92, and 93, in square 16, it was nine thousand dollars; upon the one individual moiety of lots 63 and 66, in square No. 9, and lot No. 43, in square 6, it was nine thousand eight hundred dollars; upon lots No. 198 and 199, and part of lots No. 57 and 58, and lot No. 9, in William Vick's addition to the town of Vicksburg, south of said town, it was three thousand nine hundred dollars. Twelve per cent. on the above amounts was the call made upon the stockholders, which, at the time the call was made, was supposed to be sufficient, the company having resolved to wind up its affairs.

To the fourth interrogatory, to wit: What was the value of the property of Pinkard, embraced in the mortgages in 1840, and what of lot No. 93, in square No. 16?

He answered, the value of the property embraced in the mortgages was, in 1840, somewhere about a half million of dollars; they included so large and amount, and of such various kinds of property, that it would be difficult for me to answer this question with any accuracy. Lot No. 93, in square 16, I suppose was worth from twenty to twenty-five thousand dollars. I was in treaty for it for the Planters' bank, and had agreed to give about that amount for it.

To the fifth interrogatory, to wit: What was the value of lot No. 94, in square No. 16, in February or March, 1840?

He answered, it was worth about one-third of lot No. 93, above mentioned. WM. VICK.

Whereupon the further taking of depositions in the said cause was adjourned from day to day, until this day, to wit: the third day of May, in the year aforesaid; and at the said last mentioned day, personally appeared before me, at the place aforesaid, Abraham B. Reading, who being by me in like manner first duly sworn:

To the first interrogatory, on the part of the plaintiff, to wit: What was the value in February or March, 1840, of lot No. 93, in square No. 16, and of lot No. 94, in square No. 16, in the city of Vicksburg?

He answered, lot No. 93, in square 16, I think could have been sold in 1840 for one hundred dollars per front foot in cash, which would amount to between fourteen and fifteen thousand dollars. Lot No. 94, I think could, at that time, have been sold for about three thousand dollars in cash. AB'M B. READING.

And I further certify, that the said aforegoing answers of the said William M. Pinkard, are in his own proper handwriting of the said William M. Pinkard; and that the said aforegoing answers of the said Benjamin J. Hicks, John I. Guion, Elihu H. Greer, Samuel Mason, William Vick, and Abraham B. Reading, were by me fairly and truly reduced to writing, in their presence, and that each of the said witnesses sgned the said aforegoing answers respectively in my presence.

Given under my hand and seal, on the said last mentioned day.

HENRY GREEN, *Com'r.* [SEAL.]

Exhibits referred to in Pinkard's deposition.

Exhibit W.

In Warren circuit court.

Commercial and Railroad Bank
against
Wm. M. Pinkard, David Snodgrass, and Ferdinand Pinkard.

Fi. fa., No. 646, May, 1838. Judgment 19th May, 1837. Damages $925 59. Costs $33 21½. Bond forfeited 6th November, 1837. Stayed by consent of plaintiffs and securities 5th April, 1838. All costs paid.

Leslie Combs
vs.
Pinkard & Arnold. } 199, Nov., 1837.

Judgment 3d May, 1837, for $6,928 47. Cost $18 12½. Entered on docket satisfied.

Planters' Bank
vs.
Pinkard & Arnold, A. G. Creath, sec'y. } 2,383, April, 1843.

Judgment 9th May, 1837. Damages $4,350. Damages in H. C. of E. & A. $435. Costs $186 68¾. Bond forfeited seventh May, 1838. Credited by $5,000 paid 13th February, 1840. Also by $168 50 of the costs made on No. 1,532, October, 1842. Cr. also by $200 made by sheriff Washington, 16th January, 1843.

November, 1838, not acted on for want of time.

May, 1839, not acted on for want of time.

November, 1839, not acted on for want of time.

May, 1840, levied on real estate of Pinkard, and not sold for want of time.

October, 1842, V. E., and property sold to S. S. Prentiss for $175, which paid fees, and $168 50 of the costs.

Als. fi. fa., October, 1842, to Washington, levied on real estate, and not sold for want of time.

April, 1843, V. E. to Washington; property sold to Mary B. Creath for $200.

Thomas Barrett & Co.
vs.
Pinkard & Arnold. } 82, Nov., 1837.

Judgment 10th May, 1837. Damages $10,777. Costs $17 87½. Stayed by plaintiffs' attorney 12th October, 1837. Received all costs.

John Lane
vs.
W. M. Pinkard, J. W. Walker, and D. Snodgrass.

Judgment 25th January, 1838. Damages $3,236. Costs $52 74½. Bond forfeited 6th August, 1838. Execution to May, 1839, returned

to office without endorsement by Sheriff Morris. Motion and judgment vs. him, for the amount at May term, 1839. Execution against sheriff returned by coroner satisfied 6th January, 1840.

John M. Morton
vs.
Pinkard & Payne, W. M. Pinkard, Jilson P. Harrison, and Steel, Jenkins & Co.

Judgment 28th January, 1838. Damages $2,969. Costs $91 07½. Cr. by $571 95½ made 16th March, 1840; $299 50, 19th April, 1841; $88 32, 21st February, 1842; also by all costs except $6 25.

H. S. Dawson
vs.
W. M. Pinkard, A. G. Creath, and D. Snodgrass. } 70, April, 1840.

Judgment 9th May, 1838. Damages $8,977. Cost paid. Bond forfeited August 6th, 1838. Stayed April 3d, 1840, by order of attorney, with the consent of defendants.

Planters' Bank
vs.
Wm. M. Pinkard, D. Snodgrass, and T. L. Arnold, and M. M. Pallen.

Judgment 7th May, 1838. Damages $6,526 and costs. Bond forfeited 5th November, 1838. May term, 1839, not acted on for want of time. Received $1,331 66, 16th July, 1839; not acted on as to balance November, 1839. April term, 1840, made $4,839 61 of plaintiff's money, and all costs, April 9th, 1840, by sale of Snodgrass's property. October term, 1840, levied, and valuation taken April, 1842; property sold, and money applied to an older case. October, 1842, no property found.

Thomas H. Yeatman
vs.
Pinkard & Payne, drawers, Wm. M. Pinkard, 1st endorser, Steele & Jenkins, 2d endorsers. } 131, Nov., 1838.

Judgment 11th May, 1838. Damages $763 97. Costs $25 25. November, 1838, nulla bona as to drawers, and no affidavit made.

R. C. Whetmore
vs.
Wm. M. Pinkard, S. P. Webster, and H. S. Dawson.

Judgment 11th May, 1839. Damages $704 and costs. Bond forfeited 7th October, 1839. May, 1840, levied, and not sold for want of time. October, 1840, property sold for $20. October, 1840, fi. fa. issued on real estate, and valuation taken. April, 1842, property sold, and money applied to older judgment. October, 1842, no property found.

G. W. Tyson & Co., use of the Com'l and Railroad Bank of Vicksburg.
vs.
S. P. Webster, S. B. Harwood, and W. M. Pinkard.

Judgment 10th May, 1838. Damages $948 87 and costs. Bond forfeited November 4, 1839. May term, 1840, levied, and not sold for want of time. October, 1840, remained unsold for want of bidders. April term, 1841, property sold 19th April, 1841, for $50, which was applied to costs.

Wm. D. Sims, adm'r ad col. of John C. Ridley,
vs.
W. M. Pinkard, J. W. Walker, and D. Snodgrass.

Judgment 24th May, 1838, for $11,861 and costs. Bond forfeited 6th August, 1838. May term, 1839, received $9,809 88 of plaintiff's money, and all costs. Stayed as to balance December 1, 1839. Endorsed by attorney satisfied.

Charles Root
vs.
Wm. M. Pinkard, J. W. Walker, and D. Snodgrass.

Judgment 18th May, 1838, for $1,190 and costs. Bond forfeited 5th November, 1838. May term, 1839, not acted on for want of time. May term, 1844, levied on real estate, and not sold. Vend. exp's issued to October, 1841; property sold, and sale forfeited by S. S. Prentiss, ($1,593 55.) Als. vend. exp's to October, 1842; valuation taken, and not sold. Ved. exp's issued to April, 1844. No. 12.

Philip B. Jones,
vs.
Wm. M. Pinkard, J. W. Walker, and D. Snodgrass.

Judgment 9th May, 1838, for $1,089 26 and costs. Bond forfeited 5th Nov. 1838. May term, 1839, not acted on for want of time. Nov. term, 1839, not acted on for want of time.

Albert G. Creath,
vs.
O. Claiborne, F. Pinkard, and H. G. Runnels.

Judgment 19th May, 1838. Debt $1,000, damages 60, costs 20 62½. Nov. term, 1838, nulla bona. Warren, May, 1840, satisfied. Hinds.

Wilcox, Anderson & Co.
vs.
J. W. Walker, W. M. Pinkard, and D. Snodgrass.

Judgment 9th May, 1838, for $6,523 62 and costs. Bond forfeited

6th August, 1838. May term, 1839, stayed by order of plaintiffs, $3,150 paid 13th May, 1839. Receipt filed in execution.

Daniel W. Gantley,
vs.
W. R. Puckett, Jas. H. Campbell, W. M. Pinkard, and Thos. L. Arnold.

Judgment 17th Novem., 1838, for $5,230, damages and costs. Bond forfeited 15th April, 1839. November term, 1839, returned not acted on. May term, 1840, stayed by injunction. Oct'r, 1840, fi. fa. not returned. April, 1841, fi. fa. to Washington, levied on land and not sold for want of bidders. Vend. exp. to October, 1841, returned not sold for want of bidders. April, 1842, als. V. E., return property sold to A. V. Winans, for $80, which was applied to costs. Oct'r, 1842, nulla bona, Warren. April term, 1843, levied on real estate of dft's, Pinkard, in Washington, and sale stayed by order of attorneys, March 20, 1843.

Thomas Ferguson,
vs.
Tho's L. Arnold, W. M. Pinkard, and David Snodgrass.

Judgment 16th May, 1838, damages $1,664 00, costs $40 50. Satisfied April 2nd, 1840.

Vicksburg Water Works and Banking Company,
vs.
Samuel Mason, W. M. Pinkard, J. W. Walker, and Tho's L. Arnold.

Judgment 8th May, 1839, damages 2,863 80 and costs. Bond forfeited 16th Sept., 1839. May term, 1840, levied and valuation taken, vend. issued to October term, 1841, returned not sold for want of bidders. April, 1842, property sold and applied to an older judgment. Fi. fa. to Oct'r, 1842, not returned.

Thomas B. Whitledge,
vs.
Wm. M. Pinkard, (Pallen, Dr.)
75.—April, 1842.

Judgment 22d May, 1839, for $4,373 33 and costs. Nulla bona returned as to Dr., and no notice of affidavit. Fi. fa. to October, 1840, levied on real estate of Pinkard, and valuation taken. V. E. April, 1842, property sold and money applied to old judgments.

John J. Guion,
vs.
Wm. M. Pinkard, S. P. Webster, and H. S. Dawson.

Judgment 8th May, 1839, for $658 50. Debt $17 88, damages and costs. Bond forfeited 7th October, 1839. May term, 1840, levied on

real estate of Pinkard, and valuation taken. V. E. to Oct'r, 1841, not sold for want of bidders. Als. V. E. April, 1842, property sold for $30, and applied to payment of costs. Fi. fa. to October, 1842, returned nulla bona.

Philip Garrett,
vs.
Wm. M. Pinkard, S. P. Webster,
Henry S. Dawson.

Judgment 21 May, 1839, for $1,301 73 and costs. Bond forfeited 7th Oct'r, 1839. May term, 1840, levied on real estate of Pinkard, and valuation taken. V. E. to Oct'r, 1841, not sold for want of bidders. Als. V. E. April, 1842, property sold and money applied to older judgments, Oct'r, 1842, nulla bona.

William B. Cook, use of Wm. H. Panton,
vs.
Joseph W. Walker.

Judgment 7 Nov., 1838, for $301 94 and costs. May, 1839, not acted on for want of time. Nov., 1839, levied and bond taken with W. M. Pinkard and D. Snodgrass, securities. Bond forfeited 21st Oct'r, 1839. May, 1840, levied on real estate of Walker, and valuation taken. V. E. October, 1841, property sold 5th July, 1841, for $300, which pays all costs, and $242 41½ of pltff's money. Als. fi. fa. Oct'r, 1841, levied on property of Walker, which was sold August 16th, 1841, for $130, which pays all costs, and $120 of pltff's money.

J. C. Oliver,
vs.
Pinkard and Payne. } 634.—Nov. 183 .

STATE OF MISSISSIPPI, *Warren county, sct.*

I, Richard R. Randolph, clerk of the circuit court of said county, do hereby certify that the foregoing 6 pages contain correct transcripts from the records of my office.

[L. S.] Given under my hand, and the seal of the said court, at Vicksburg, this six*th* day of April, A. D. 1844.

R. R. RANDOLPH.

Exhibit X.

At a district court of the United States in and for the southern district of Mississippi, sitting in bankruptcy, at Jackson, on the twentieth day of February, A. D. one thousand eight hundred and forty-three.

Present: The honorable Samuel J. Gholson, district judge. No. 382, in the matter of the petition of William M. Pinkard and Thomas L. Arnold, of Warren county, bankrupts, to be discharged from their debts.

Whereas, on the eighth day of July, 1842, the above named William M. Pinkard and Thomas L. Arnold, individually and as co-partners, under the firm of Pinkard and Arnold, filed their petition in this court,

praying that the said William M. Pinkard and Tho's L. Arnold, might be declared bankrupts, and be discharged from their debts; and where, on the eighth day of November, 1842, by the decree of this court, duly declared bankrupts. Now, at this day, to wit, on the twentieth day of February, 1843, upon reading the said petition, with the schedule and inventory thereunto annexed, together with the said decree above mentioned, and due proof of the publication of notice of the final hearing of this petition, it appearing that the said William M. Pinkard and Thomas L. Arnold, have fully complied with the provisions of the act of Congress, entitled an act to establish a uniform system of bankruptcy throughout the United States, approved August 19th, 1841, and are entitled to be discharged from their debts.

It is therefore ordered, adjudged, and decreed, that the said William M. Pinkard and Thomas Arnold be, and they are hereby, by virtue of the act aforesaid, fully and entirely discharged from all their debts.

In testimony whereof, I, Samuel J. Gholson, judge of the district court of the United States for said district, have signed these presents, and caused the seal of said court to be hereunto affixed. [L. S.]

S. J. GHOLSON, *District judge.*

Test: WM. BURNS,
Clerk so. dist of Mississippi.

And now, at this time, to wit, the said May term of the court aforesaid, to wit, on the thirteenth day of May, in the year of our Lord one thousand eight hundred and forty-four, until which time this cause was regularly continued, this cause coming on to be finally heard and determined before his honor Peter V. Daniel, judge of said court, and having been set to hearing in the bill, answer, exhibits, and proofs, and arguments of counsel and solicitors for both parties having been heard, and the court now being fully advised in the premises, does think fit to order, adjudge, and decree, and doth accordingly order, adjudge, and decree, that the injunction heretofore granted be, and the same is hereby, dissolved, and the said bill dismissed at the costs of the complainant.

Signed, P. V. DANIEL.

From which decision of the court the defendants pray and appeal to the Supreme Court of the United States; which is granted upon the complainants giving bond, with the following named persons as security, to wit: H. R. W. Hill, J. S. Yerger, Wm. Vick, and S. S. Prentiss, conditioned according to law; and sixty days from this date is allowed complainants to perfect said bond.

Which said appeal bond is in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, sct:

Know all men by these presents, that we, Albert G. Creath, Henry R. W. Hill, William Vick, Seargent S. Prentiss, and Jacob S. Yerger, are held and firmly bound unto William D. Sims, in the just and full